Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax

Frederick County Public Schools
Reach. Challenge. Prepare.

Kerrie Koopman CPPB, CPPO,
Purchasing Manager
Kim Miskell, CSBO, Assistant Purchasing Manager
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

BID NUMBER/BID NAME:	20C17, Waverley Elementary School - New School Construction, Re-Bid 9D Resilient/Rubber Athletic Surfacing
BID ISSUE DATE:	June 12, 2020
BID CONTRACT MANAGER:	Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org
BID CONTRACT ADMINISTRATOR:	Brian Staiger, Senior Project Manager, Construction Management, brian.staiger@fcps.org
CONSTRUCTION MANAGER:	Oak Contracting, LLC - Dave Toth, Project Manager, dtoth@oakcontracting.com
QUESTIONS:	A pre-bid meeting will not be held. Questions due no later than 4:00 P.M., local time, on June 29, 2020. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator and Construction Manager.
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: amy.beall@fcps.org
BONDS REQUIRED:	YES
MBE REQUIREMENTS:	YES
BID DUE:	2:00 P.M., local time, on July 8, 2020. Faxed or emailed bids are not acceptable.
BID SUBMISSION:	Due to COVID-19, in order to protect our Vendors and Staff, the Purchasing Department will only be accepting on-line bid submissions via ProcureNow https://secure.procurenow.com/portal/fcps **Bids will be opened and publicly read utilizing Skype Business:** **(240) 236-6172 (FCPS) Conference ID: 7907906** Meeting URL: https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: August 5, 2020
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

BID 20C17, WAVERLEY ELEMENTARY SCHOOL - NEW CONSTRUCTION RE-BID CONTRACT PACKAGE 9D, RESILIENT/RUBBER ATHLETIC SURFACING

TABLE OF CONTENTS

DIVISION 00 00 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

		Page #
Section 00 01 02	Title Page	1
Section TOC	Table of Contents	2
Section 00 01 15	List of Drawing Sheets	3 - 14
Section 00 11 16	Invitation to Bid	15
Section 00 11 18	FCPS Map, Directory of Schools and Approved Calendar 2019 - 2020	16 - 19
Section 00 43 43	Prevailing Wage Requirements	20 - 26
Section 00 21 13	Instructions to Bidders, AIA Document A701, 1997 Edition	27 - 40
Section 00 22 13	FCPS Supplemental Instructions to Bidders (Supplement to AIA Doc. A701)	41 - 54
Section 00 24 13	Specifications Cross Reference	55 - 63
Section 00 24 16	Contract Packages	64 - 132
Section 00 31 13	Preliminary Construction Schedule	133- 135
Section 00 42 00	Form of Proposals - Prevailing Wage	136 - 141
Section 00 42 43	Capital Equipment Informational Unit Prices	142 - 143
Section 00 43 13	Bid Bond – AIA Document A310, 2010 Edition	144 - 147
Section 00 45 19	Statutory Affidavit and Non-Collusion Certification	148 - 149
Section 00 43 25	Certification of Compliance	150 - 151
Section 00 43 26	Vendor Conflict of Interest Disclosure Form	152
Section 00 45 39	Certified MBE Utilization and Fair Solicitation Affidavit – Attachment “A”	153 - 154
Section 00 45 39.01	MBE Participation Schedule - Attachment “B”	155
Section 00 52 26	AIA Document A132/CMa, 2009 Standard Form of Agreement between Owner and Contractor	156 - 179
Section 00 72 26	AIA Document A232/CMa, 2009 General Conditions of the Contract for Construction	180 - 251
Section 00 62 39	MBE Regulation No. 200-8	252 - 280
Section 00 61 13	Maryland Comar 21.07.02.10 Performance and Payment Bonds	281 - 285

SECTION 00 0115 – LIST OF DRAWING SHEETS

PART 1 GENERAL

1.1 VOLUME I

CS.1.1	COVER SHEET
CS.2.1	DRAWING LIST
C-0A	COVER SHEET
C-1A	EXISTING CONDITIONS PLAN
C-1B	PHASE 1 DEMOLITION PLAN
C-1C	PHASE 2 DEMOLITION PLAN
C-1D	PHASE 3 DEMOLITION PLAN
C-2A	PHASE 1 SEDIMENT CONTROL OVERALL PLAN
C-2B	PHASE 1 SEDIMENT CONTROL PLAN
C-2C	PHASE 1 SEDIMENT CONTROL PLAN
C-2D	PHASE 1 SEDIMENT CONTROL PLAN
C-2E	PHASE 2 SEDIMENT CONTROL OVERALL PLAN
C-2F	PHASE 2 SEDIMENT CONTROL PLAN
C-2G	PHASE 2 SEDIMENT CONTROL PLAN
C-2H	PHASE 2 SEDIMENT CONTROL PLAN
C-2J	PHASE 3 SEDIMENT CONTROL OVERALL PLAN
C-2K	PHASE 3 SEDIMENT CONTROL PLAN
C-2L	PHASE 3 SEDIMENT CONTROL PLAN
C-2M	PHASE 3 SEDIMENT CONTROL PLAN
C-2N	SEDIMENT CONTROL DETAILS
C-2P	SEDIMENT CONTROL DETAILS
C-2Q	SEDIMENT CONTROL NOTES
C-2R	SEDIMENT CONTROL NOTES
C-2S	SEDIMENT CONTROL NOTES
C-3A	OVERALL SITE PLAN
C-3B	SITE PLAN
C-3C	SITE PLAN
C-3D	SITE PLAN
C-3E	SITE DETAIL
C-3F	SITE DETAIL
C-3G	SITE DETAIL
C-3H	SEWER PROFILES

© 2020 GWWO, Inc.

C-3J	SEWER PROFILES
C-3K	SEWER PROFILES
C-3L	WATER LINE PROFILES
C-3M	WATER LINE PROFILES
C-3N	WATER LINE PROFILES
C-4A	OVERALL GRADING PLAN
C-4B	GRADING PLAN
C-4C	GRADING PLAN
C-4D	GRADING PLAN
C-4E	STORMDRAIN PROFILES
C-4F	STORMDRAIN PROFILES
C-4G	STORMDRAIN PROFILES
C-4H	STORMDRAIN PROFILES
C-4J	STORMDRAIN PROFILES
C-4K	STORMDRAIN PROFILES
C-4L	STORMDRAIN PROFILES
C-4M	STORMDRAIN PROFILES
C-4N	STORMDRAIN PROFILES
C-4P	STORMDRAIN PROFILES
C-4Q	STORMDRAIN PROFILES
C-4R	STORMDRAIN PROFILES
C-4S	UGS DETAILS
C-5A	SIGNAGE AND STRIPING PLAN
C-5B	SIGNAGE AND STRIPING DETAILS
L-1.1	FOREST STAND DELINEATION & PRELIMINARY FOREST CONSERATION PLAN
L-1.2	FOREST STAND DELINEATION & PRELIMINARY FOREST CONSERATION PLAN
L-1.3	FOREST STAND DELINEATION & PRELIMINARY FOREST CONSERATION PLAN
L-1.4	FOREST STAND DELINEATION & PRELIMINARY FOREST CONSERATION PLAN
L-1.5	FOREST STAND DELINEATION & PRELIMINARY FOREST CONSERATION PLAN
L-2.1	LANDSCAPE PLAN
L-2.2	LANDSCAPE PLAN
L-2.3	LANDSCAPE PLAN
L-2.4	LANDSCAPE PLAN
CS.3	ABBREVIATIONS, KEYNOTES, & SYMBOLS
CS.4	CODE STUDY
CS.5	EGRESS PLAN - FIRST FLOOR
CS.6	EGRESS PLAN - SECOND FLOOR

© 2020 GWWO, Inc.

AC.1	CONSTRUCTION TYPES
AC.2	CONSTRUCTION TYPES
AC.3	TYPICAL DETAILS
AR.1	REFERENCE PLAN - FIRST FLOOR - PHASE 1
AR.2	REFERENCE PLAN - FIRST FLOOR - PHASE 2
AR.3	REFERENCE PLAN - SECOND FLOOR - PHASE 1
AR.4	REFERENCE PLAN - SECOND FLOOR - PHASE 2
AR.5	REFERENCE PLAN - ROOF - PHASE 1
AR.6	REFERENCE PLAN - ROOF - PHASE 2
AR.7	REFERENCE CEILING PLAN - FIRST FLOOR - PHASE 1
AR.8	REFERENCE CEILING PLAN - FIRST FLOOR - PHASE 2
AR.9	REFERENCE CEILING PLAN - SECOND FLOOR - PHASE 1
AR.10	REFERENCE CEILING PLAN - SECOND FLOOR - PHASE 2
AS.1	ARCHITECTURAL SITE PLAN
AS.2	ARCHITECTURAL SITE DETAILS
A0.1	GRID PLAN - AREA B
A1.1	FIRST FLOOR PLAN - PHASE 1 - AREA A
A1.2	FIRST FLOOR PLAN - PHASE 1 - AREA B
A1.3	FIRST FLOOR PLAN - PHASE 1 - AREA C
A1.4	FIRST FLOOR PLAN - PHASE 1 - AREA D
A1.5	FIRST FLOOR PLAN - PHASE 2 - AREA E
A1.6	FIRST FLOOR PLAN - PHASE 2 - AREA F
A1.7	SECOND FLOOR PLAN - PHASE 1 - AREA A
A1.8	SECOND FLOOR PLAN - PHASE 1 - AREA B
A1.9	SECOND FLOOR PLAN - PHASE 1 - AREA C
A1.10	SECOND FLOOR PLAN - PHASE 2 - AREA F
A1.11	ROOF PLAN - PHASE 1- AREA A
A1.12	ROOF PLAN - PHASE 1 - AREA B
A1.13	ROOF PLAN - PHASE 1 - AREA C
A1.14	ROOF PLAN - PHASE 1 - AREA D
A1.15	ROOF PLAN - PHASE 2 - AREA E
A1.16	ROOF PLAN - PHASE 2 - AREA F
A2.1	REFLECTED CEILING PLAN - FIRST FLOOR - PHASE 1 - AREA A
A2.2	REFLECTED CEILING PLAN - FIRST FLOOR - PHASE 1 - AREA B
A2.3	REFLECTED CEILING PLAN - FIRST FLOOR - PHASE 1 - AREA C
A2.4	REFLECTED CEILING PLAN - FIRST FLOOR - PHASE 1 - AREA D
A2.5	REFLECTED CEILING PLAN - FIRST FLOOR - PHASE 2 - AREA E

© 2020 GWWO, Inc.

A2.6	REFLECTED CEILING PLAN - FIRST FLOOR - PHASE 2 - AREA F
A2.7	REFLECTED CEILING PLAN - SECOND FLOOR - PHASE 1 – AREA A
A2.8	REFLECTED CEILING PLAN - SECOND FLOOR - PHASE 1 – AREA B
A2.9	REFLECTED CEILING PLAN - SECOND FLOOR - PHASE 1 – AREA C
A2.10	REFLECTED CEILING PLAN - SECOND FLOOR - PHASE 2 – AREA F
A2.11	CEILING DETAILS
A3.1	EXTERIOR ELEVATIONS
A3.2	EXTERIOR ELEVATIONS
A3.3	EXTERIOR ELEVATIONS
A3.4	EXTERIOR ELEVATIONS
A3.5	EXTERIOR ELEVATIONS
A3.6	EXTERIOR ELEVATIONS
A3.7	PENTHOUSE ELEVATIONS
A3.11	MASONRY PATTERN DIAGRAM - AREAS A/F
A3.12	MASONRY PATTERN DIAGRAM - AREA B
A3.13	MASONRY PATTERN DIAGRAM - AREAS C/D
A4.1	BUILDING SECTIONS
A4.2	BUILDING SECTIONS
A4.3	BUILDING SECTIONS
A4.4	WALL SECTIONS
A4.5	WALL SECTIONS
A4.6	WALL SECTIONS
A4.7	WALL SECTIONS
A4.11	PENTHOUSE WALL SECTIONS
A5.1	STAIR PLANS & SECTIONS
A5.2	STAIR PLANS & SECTIONS
A5.3	STAIR PLANS & SECTIONS
A5.4	STAIR PLANS & SECTIONS
A5.11	ELEVATOR PLANS & SECTIONS
A5.21	STAIR & RAILING DETAILS
A6.5	PLAN DETAILS - INTERIOR
A6.11	SECTION DETAILS
A6.12	SECTION DETAILS
A6.13	SECTION DETAILS
A6.14	SECTION DETAILS
A6.15	SECTION DETAILS

© 2020 GWWO, Inc.

A6.16	SECTION DETAILS
A6.19	SECTION DETAILS - INTERIOR
A6.20	EXTERIOR EXPANSION JOINT DETAILS
A7.0A	ACCESSORY SCHEDULE
A7.0B	ACCESSORY SCHEDULE
A7.1	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.2	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.3	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.4	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.5	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.6	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.7	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.8	ENLARGED PLAN - MEDIA CENTER
A7.9	INTERIOR ELEVATIONS - MEDIA CENTER
A7.10	INTERIOR ELEVATIONS - GYM
A7.11	INTERIOR ELEVATIONS - GYM
A7.12	INTERIOR ELEVATIONS - CAFETERIA
A7.13	ENLARGED PLAN & ELEVATIONS - VOCAL
A7.14	ENLARGED PLAN & ELEVATIONS - ART
A7.15	ENLARGED PLAN - ADMINISTRATION SUITE
A7.16	ENLARGED PLAN - PARENT RESOURCE CENTER
A7.17	ENLARGED PLANS
A7.18	ENLARGED PLANS & INTERIOR ELEVATIONS
A7.19	ENLARGED PLANS - PENTHOUSE
A7.20	INTERIOR ELEVATIONS - CORRIDORS
A7.21	INTERIOR ELEVATIONS - CORRIDORS
A7.22	INTERIOR ELEVATIONS - CORRIDORS
A7.23	CASEWORK DETAILS
A7.24	CASEWORK DETAILS
A8.1	DOOR SCHEDULE
A8.2	OPENING TYPES & DETAILS
A8.3	DOOR DETAILS
A8.4	WINDOW SCHEDULE - EXTERIOR CURTAINWALL
A8.5	WINDOW SCHEDULE - EXTERIOR STOREFRONT
A8.6	WINDOW SCHEDULE - INTERIOR
A8.7	WINDOW DETAILS - EXTERIOR CURTAINWALL
A8.8	WINDOW DETAILS - EXTERIOR STOREFRONT

© 2020 GWWO, Inc.

A8.9	WINDOW DETAILS - INTERIOR
A8.10	LOUVER SCHEDULE
A9.1	FIRST FLOOR FINISH PLAN - PHASE 1 - AREA A
A9.2	FIRST FLOOR FINISH PLAN - PHASE 1 - AREA B
A9.3	FIRST FLOOR FINISH PLAN - PHASE 1 - AREA C
A9.4	FIRST FLOOR FINISH PLAN - PHASE 1 - AREA D
A9.5	FIRST FLOOR FINISH PLAN - PHASE 2 - AREA E
A9.6	FIRST FLOOR FINISH PLAN - PHASE 2 - AREA F
A9.7	SECOND FLOOR FINISH PLAN - PHASE 1 - AREA A
A9.8	SECOND FLOOR FINISH PLAN - PHASE 1 - AREA B
A9.9	SECOND FLOOR FINISH PLAN - PHASE 2 - AREA F
A9.10	ENLARGED FINISH PLANS
A9.11	ENLARGED FINISH PLANS
A9.12	ENLARGED FINISH PLANS
A9.13	FINISH DETAILS
A9.14	SIGNAGE DETAILS
A9.15	ACOUSTIC PANEL DIAGRAM
AX.1	FIRST FLOOR PLAN - PHASE 2 - ADD/ALT
AX.2	EXTERIOR ELEVATIONS - PHASE 2 - ADD/ALT
AX.3	WALL SECTIONS & DETAILS
AX.4	FIRST FLOOR FINISH PLAN - PHASE 2 - ADD/ALT
K-101	KITCHEN EQUIPMENT PLAN
K-102	BUILDING CONDITIONS & VENTILATION PLAN
K-103	PLUMBING ROUGH-IN PLAN
K-104	ELECTRICAL ROUGH-IN PLAN
K-501	FABRICATION DETAILS
K-502	UTILITY RACEWAY DETAILS
K-503	EXHAUST CANOPY DETAILS
K-504	EXHAUST CANOPY WIRING DETAILS
S0.1	GENERAL NOTES
S0.2	GENERAL NOTES
S0.3	SPECIAL INSPECTIONS
S1.1	FOUNDATION PLAN - AREA A
S1.2	FOUNDATION PLAN - AREA B
S1.3	FOUNDATION PLAN - AREA C
S1.4	FOUNDATION PLAN - AREA D

© 2020 GWWO, Inc.

S1.5 FOUNDATION PLAN - AREA E
S1.6 FOUNDATION PLAN - AREA F
S1.7 FLOOR FRAMING PLAN - AREA A
S1.8 FLOOR & LOW ROOF FRAMING PLAN - AREA B
S1.9 FLOOR & LOW ROOF FRAMING PLAN - AREA C
S1.10 FLOOR & LOW ROOF FRAMING - AREA D
S1.11 FLOOR FRAMING PLAN - AREA F
S1.12 ROOF FRAMING PLAN - AREA A
S1.13 ROOF FRAMING PLAN - AREA B
S1.14 ROOF FRAMING PLAN - AREA C
S1.15 ROOF FRAMING PLAN - AREA D
S1.16 ROOF FRAMING PLAN - AREA E
S1.17 ROOF FRAMING PLAN - AREA F
S3.1 TYPICAL FOUNDATION DETAILS
S3.2 TYPICAL MASONRY DETAILS
S3.3 FOUNDATION SECTIONS
S3.4 FOUNDATION SECTIONS
S4.1 TYPICAL FRAMING DETAILS
S4.2 FLOOR FRAMING SECTIONS
S4.3 FLOOR FRAMING SECTIONS
S4.4 FLOOR FRAMING SECTIONS
S4.5 ROOF FRAMING SECTIONS
S4.6 ROOF FRAMING SECTIONS
S4.7 ROOF FRAMING SECTIONS
S4.8 ROOF FRAMING SECTIONS
S5.1 JOIST LOAD DIAGRAMS
Sx.1 PARTIAL FOUNDATION & ROOF FRAMING PLANS - AREA E – ADD ALT

1.2 VOLUME 2

CS.1.2 COVER SHEET
CS.2.2 DRAWING LIST

M0.1 MECHANICAL LEGEND & ABBREVIATION
M1.1 FIRST FLOOR PLAN - PHASE 1 - AREA A
M1.2 FIRST FLOOR PLAN - PHASE 1 - AREA B
M1.3 FIRST FLOOR PLAN - PHASE 1 - AREA C
M1.4 FIRST FLOOR PLAN - PHASE 1 - AREA D

© 2020 GWWO, Inc.

M1.5	FIRST FLOOR PLAN - PHASE 2 - AREA E
M1.6	FIRST FLOOR PLAN - PHASE 2 - AREA F
M1.7	SECOND FLOOR PLAN - PHASE 1 - AREA A
M1.8	SECOND FLOOR PLAN - PHASE 1 - AREA B
M1.9	SECOND FLOOR PLAN - PHASE 2 - AREA F
M1.10	ROOF PLAN
M2.1	FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 1 - AREA A
M2.2	FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 1 - AREA B
M2.3	FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 1 - AREA C
M2.4	FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 1 - AREA D
M2.5	FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 2 - AREA E
M2.6	FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 2 - AREA F
M2.7	SECOND FLOOR PLAN REFRIGERANT PIPING - PHASE 1 – AREA A
M2.8	SECOND FLOOR PLAN REFRIGERANT PIPING - PHASE 1 - ARE B
M2.9	SECOND FLOOR PLAN REFRIGERANT PIPING - PHASE 2 – AREA F
M3.1	PART PLAN - PENTHOUSE A
M3.2	PENTHOUSE PLAN - LOWER LEVEL - AREA C
M3.3	PENTHOUST PLAN - UPPER LEVEL - AREA C
M3.4	PART PLAN - PENTHOUSE E
M3.5	PART PLAN - PENTHOUSE F
M7.1	AIR DISTRIBUTION SYSTEM DETAILS
M7.2	FAN, DUCTWORK AND SUPPORT DETAILS
M7.3	VRF SYSTEM AND MISCELLANEOUS DETAILS
M7.4	VRF SYSTEM PIPING DETAILS - COND-1, 2
M7.5	VRF SYSTEM PIPING DETAILS - COND-3, 4
M7.6	VRF SYSTEM PIPING DETAILS - COND-5, 6
M7.7	VRF SYSTEM PIPING DETAILS - COND-7, 8
M7.8	VRF SYSTEM PIPING DETAILS - COND-9, 10
M8.1	DOAS UNIT CONTROL DIAGRAM
M8.2	SZVF AIR HANDLING UNIT CONTROL DIAGRAM
M8.3	MISCELLANEOUS CONTROL DIAGRAM
M8.4	KITCHEN HOOD CONTROL DIAGRAM
M8.5	FIRST FLOOR PLAN - ATC
M9.1	AIR HANDLING UNIT SCHEDULE
M9.2	VRF SYSTEM SCHEDULE
M9.3	VRF SYSTEM SCHEDULE

© 2020 GWWO, Inc.

M9.4 MISCELLANEOUS MECH. EQUIP. SCHEDULE
M9.5 VENTILATION SCHEDULE-1
M9.6 VENTILATION SCHEDULE-2
Mx1.1 FIRST FLOOR PLAN - PHASE 2 -ADD/ALT
Mx1.2 FIRST FLOOR PLAN REFRIGERANT PIPING - PHASE 2 - ADD/ALT

P0.1 PLUMBING GENERAL NOTES & LEGEND
P1.01 FOUNDATION PLAN - PHASE 1 - AREA A
P1.02 FOUNDATION PLAN - PHASE 1 - AREA B
P1.03 FOUNDATION PLAN - PHASE 1 - AREA C
P1.04 FOUNDATION PLAN - PHASE 1 - AREA D
P1.05 FOUNDATION PLAN - PHASE 2 - AREA E
P1.06 FOUNDATION PLAN - PHASE 2 - AREA F
P1.1 FIRST FLOOR PLAN - PHASE 1 - AREA A
P1.2 FIRST FLOOR PLAN - PHASE 1 - AREA B
P1.3 FIRST FLOOR PLAN - PHASE 1 - AREA C
P1.4 FIRST FLOOR PLAN - PHASE 1 - AREA D
P1.5 FIRST FLOOR PLAN - PHASE 2 - AREA E
P1.6 FIRST FLOOR PLAN - PHASE 2 - AREA F
P1.7 SECOND FLOOR PLAN - PHASE 1 - AREA A
P1.8 SECOND FLOOR PLAN - PHASE 1 - AREA B
P1.9 SECOND FLOOR PLAN - PHASE 2 - AREA F
P1.10 ROOF PLAN
P3.1 PART PLAN - AREAS A & F PENTHOUSES
P3.2 PART PLAN - AREAS C/D & E PENTHOUSES
P3.3 PART PLAN - KITCHEN FOUNDATION
P3.4 PART PLAN - KITCHEN
P3.5 PART PLAN - TOILET ROOMS
Px.1 FLOOR PLANS - ALTERNATE 1
P6.1 DOMESTIC WATER RISER DIAGRAMS - AREAS B, C, D, & E
P7.1 PIPING & SUPPORT DETAILS
P7.2 PLUMBING FIXTURE DETAILS
P7.3 MISCELLANEOUS DETAILS
P9.1 PLUMBING EQUIPMENT NOTES & SCHEDULES

FP1.1 FIRST FLOOR PLAN - FIRE PROTECTION

© 2020 GWWO, Inc.

FP1.2 SECOND FLOOR PLAN - FIRE PROTECTION
FP7.1 FIRE PROTECTION DETAILS

E0.1 ELECTRICAL LEGEND, ABBREVIATIONS & CONVENTIONS
E0.2 ELECTRICAL SITE PLAN
E1.1 FIRST FLOOR PLAN - AREA A - POWER
E1.2 FIRST FLOOR PLAN - AREA B - POWER
E1.3 FIRST FLOOR PLAN - AREA C - POWER
E1.4 FIRST FLOOR PLAN - AREA D - POWER
E1.5 FIRST FLOOR PLAN - AREA E - POWER
E1.6 FIRST FLOOR PLAN - AREA F - POWER
E1.7 SECOND FLOOR PLAN - AREA A - POWER
E1.8 SECOND FLOOR - AREA B - POWER
E1.9 SECOND FLOOR - AREA F - POWER
E1.10 ROOF PLAN - AREA A - ELECTRICAL
E1.11 ROOF PLAN - AREA C - ELECTRICAL
E1.12 ROOF PLAN - AREA E - ELECTRICAL
E1.13 ROOF PLAN - AREA F - ELECTRICAL
E2.0 LIGHT FIXTURE SCHEDULE
E2.1 FIRST FLOOR - AREA A - LIGHTING
E2.2 FIRST FLOOR - AREA B - LIGHTING
E2.3 FIRST FLOOR - AREA C - LIGHTING
E2.4 FIRST FLOOR - AREA D - LIGHTING
E2.5 FIRST FLOOR - AREA E - LIGHTING
E2.6 FIRST FLOOR - AREA F - LIGHTING
E2.7 SECOND FLOOR - AREA A - LIGHTING
E2.8 SECOND FLOOR - AREA B - LIGHTING
E2.9 SECOND FLOOR - AREA F - LIGHTING
E2.10 MECHANICAL PENTHOUSES - LIGHTING
E2.11 CORRIDOR LIGHTING CONTROL ZONES
E2.12 LIGHTING CONTROLS SCHEDULE
Ex.1 ELECTRICAL FLOOR PLANS - ADD ALTERNATE
E3.1 FIRST FLOOR - AREA A - FIRE ALARM
E3.2 FIRST FLOOR - AREA B - FIRE ALARM
E3.3 FIRST FLOOR - AREA C - FIRE ALARM
E3.4 FIRST FLOOR - AREA D - FIRE ALARM

© 2020 GWWO, Inc.

E3.5	FIRST FLOOR - AREA E - FIRE ALARM
E3.6	FIRST FLOOR - AREA F - FIRE ALARM
E3.7	SECOND FLOOR - AREA A - FIRE ALARM
E3.8	SECOND FLOOR - AREA B - FIRE ALARM
E3.9	SECOND FLOOR - AREA F - FIRE ALARM
E4.1	KITCHEN PLAN
E5.1	SCHEMATIC POWER RISER DIAGRAM
E5.2	SCHEMATIC FIRE ALARM RISER DIAGRAM
E6.1	ELECTRICAL DETAILS
E6.2	ELECTRICAL DETAILS
E6.3	ELECTRICAL DETAILS
E6.4	ELECTRICAL DETAILS
E6.5	ELECTRICAL DETAILS
E6.6	ELECTRICAL DETAILS
E7.1	PANELBOARD SCHEDULES
E7.2	PANELBOARD SCHEDULES
E7.3	PANELBOARD SCHEDULES
E7.4	PANELBOARD SCHEDULES
E7.5	PANELBOARD SCHEDULES
E7.6	MECHANICAL EQUIPMENT CONNECTION SCHEDULES
TE0.1	SYMBOLS, LEGENDS AND ABBREVIATIONS - TELECOM
TE0.2	SITE PLAN - TELECOM
TE1.1	FIRST FLOOR PLAN - PHASE 1 - AREA A - TELECOM
TE1.2	FIRST FLOOR PLAN - PHASE 1 - AREA B - TELECOM
TE1.3	FIRST FLOOR PLAN - PHASE 1 - AREA C - TELECOM
TE1.4	FIRST FLOOR PLAN - PHASE 1 - AREA D - TELECOM
TE1.5	FIRST FLOOR PLAN - PHASE 2 - AREA E - TELECOM
TE1.6	FIRST FLOOR PLAN - PHASE 2 - AREA F - TELECOM
TE1.7	SECOND FLOOR PLAN - PHASE 1 - AREA A - TELECOM
TE1.8	SECOND FLOOR PLAN - PHASE 1 - AREA B - TELECOM
TE1.9	SECOND FLOOR PLAN - PHASE 2 - AREA F - TELECOM
TE1.10	FIRST FLOOR PLAN - PHASE 1 - AREA A - SECURITY
TE1.11	FIRST FLOOR PLAN - PHASE 1 - AREA B - SECURITY
TE1.12	FIRST FLOOR PLAN - PHASE 1 - AREA C - SECURITY
TE1.13	FIRST FLOOR PLAN - PHASE 1 - AREA D - SECURITY

© 2020 GWWO, Inc.

TE1.14	FIRST FLOOR PLAN - PHASE 2 - AREA E - SECURITY
TE1.15	FIRST FLOOR PLAN - PHASE 2 - AREA F - SECURITY
TE1.16	SECOND FLOOR PLAN - PHASE 1 - AREA A - SECURITY
TE1.17	SECOND FLOOR PLAN - PHASE 1 - AREA B - SECURITY
TE1.18	SECOND FLOOR PLAN - PHASE 2 - AREA F – SECURITY
TE3.1	RISERS - TELECOM
TE4.1	DETAILS - TELECOM
TE4.2	DETAILS - TELECOM
TE4.3	DETAILS - TELECOM
TE4.4	DETAILS - TELECOM
TE4.5	DETAILS - TELECOM
TE4.6	DETAILS - TELECOM
TE4.7	DETAILS - TELECOM
TE4.8	DETAILS - TELECOM
TX.1	FIRST FLOOR PARTIAL PLAN - AREA E - TELECOM - ALTERNATE

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION -- NOT USED

END OF SECTION

© 2020 GWWO, Inc.

Purchasing Office
191 South East Street
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax
kim.miskell@fcps.org

Frederick County Public Schools
Reach. Challenge. Prepare.

Kerrie Koopman CPPB, CPPO,
Purchasing Manager
Kim Miskell CSBO, Assistant Purchasing Manager
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

INVITATION TO BID

June 12, 2020

Bid 20C17, Waverley Elementary School - New School Construction Re-Bid Contract Package 9D, Resilient/Rubber Athletic Surfacing

The Board of Education of Frederick County will receive sealed bids for Bid 20C17, Waverley Elementary School - New School Construction. Bids are being requested for the following contract package: 9D Resilient Flooring and Athletic Surfacing (5% MBE Goal)

Bids for the following package: 9D Resilient/Rubber Athletic Surfacing, will be received electronically via ProcureNow (https://secure.procurenow.com/portal/fcps) prior to and no later than 2:00 p.m., local time, on July 8, 2020. Bids received after this time will not be accepted.

Bids will be opened and read aloud via Skype Business at https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1 or by phoning (240) 235-6172 Conference ID: 7907906.

A pre-bid meeting will not be held. In lieu of a pre-bid meeting, potential bidders are requested to submit questions in writing to the Contract Manager with a copy to the Contract Administrator and Construction Manager, no later than 4:00 P.M., local time on June 29, 2020.

All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com . FCPS will no longer accept bidder's applications.

To view and/or download this solicitation package please visit our webpage at: http://www.fcps.org/bidlist.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific MBE goal for each contract package listed below. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms.

Bids are being requested for the following contract package: 9D Resilient Flooring and Athletic Surfacing 5%

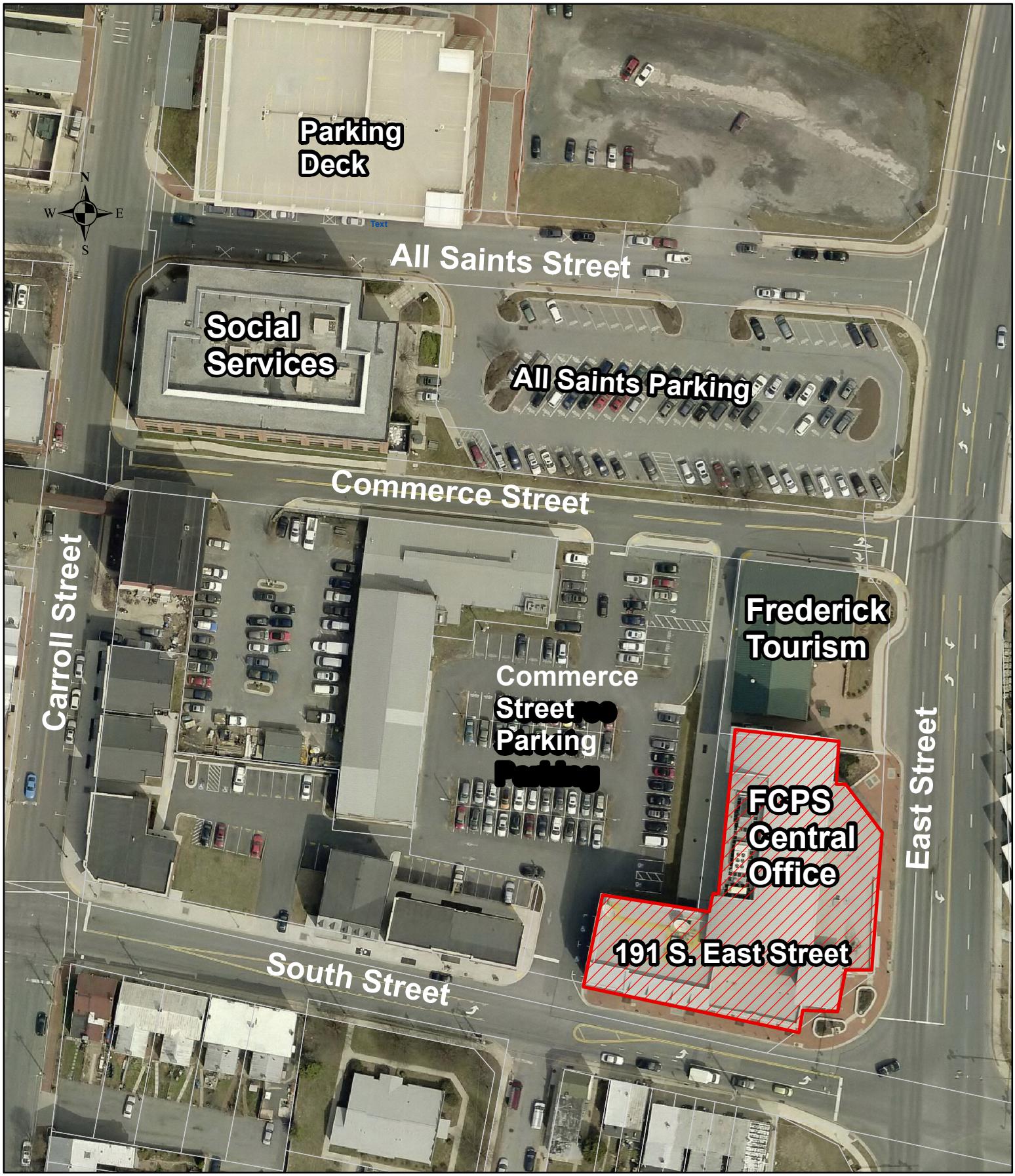
This project will be bid with Prevailing Wage Rates.

The Frederick County Public Schools System does not discriminate in admissions, access, treatment, or employment in its programs and activities on the basis of race, color, gender, age, national origin, religion, or disability. For more information, contact the Executive Director of Legal Services.

The Board of Education of Frederick County, Maryland, reserves the right to reject any and all bids and to waive any informalities or irregularities in bidding.

By order of the Board of Education of Frederick County, Maryland.

Purchasing Agent: Kim Miskell, CSBO,
Assistant Purchasing Manager



Frederick County Public Schools
191 S. East Street

Frederick County Public Schools, MD, School Year 2019-2020 Calendar

August 2019
23, 26-30 Fri, Mon-Fri Teacher Work Days

September 2019
02 Mon FCPS Closed: Labor Day
03 Tue First Day of School for Students
20 Fri Schools Closed: Fair Day

October 2019
08 Tue 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
09 Wed Schools Closed. Yom Kippur.
23 Wed Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day
24 Thu Elementary and Middle Schools Open 4 Hours Late for Evening Parent-Teacher Conferences; High Schools Are Full Day
25 Fri Elementary and Middle Students Dismissed 3.5 Hours Early for Afternoon Parent-Teacher Conferences; High Schools Are Full Day

November 2019
07 Thu End of Term 1
08 Fri Schools Closed for Students: Teacher Work Day
11 Mon Term 2 Begins
27, 28*, 29* Wed-Fri Schools Closed: Thanksgiving Break

December 2019
20 Fri 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session
23, 24*-31* Mon-Tue Schools Closed: Winter Break

January 2020
01* Wed Schools Closed: New Year's Day
20* Mon Schools Closed: Dr. Martin Luther King Jr. Day
28 Tue End of Term 2
29 Wed Schools Closed for Students: Teacher Work Day
30 Thu Second Semester and Term 3 Begin

February 2020
14 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
17* Mon Schools Closed: Presidents' Day

March 2020
04 Wed 2-Hour Early Dismissal for Students: Teacher Mid-Term Work Session

April 2020
08 Wed 2-Hour Early Dismissal for Students: Teacher Work Session; End of Term 3
09 Thu Schools Closed for Students: Teacher Work Day
10*, 13* Fri-Mon Schools Closed: Spring Break
14 Tue Term 4 Begins
28* Tue Schools Closed: Primary Election Day

May 2020
25* Mon Schools Closed: Memorial Day

June 2020
22**Mon Last Day of School for Students /2-Hour Early Dismissal: Teacher Work Session. End of Term 4
23** Tue Last Day of School for Teachers

*State-Mandated Public Schools Holiday

**This calendar includes 8 days for snow or other emergency closings. If there are no days needed for emergency closings, the last day for students will be June 10. Subject to BOE revision, FCPS will make up emergency-closing days in the following sequence: June 11, 12, 15, 16, 17, 18, 19 and 22. The June two-hour early dismissal will occur on the last day of school for students.

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ◗ 240-236-2500
Ms. Kristen Canning, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501

2. **Brunswick** ◗◆ 240-236-2900
Mr. Justin McConnaughey, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901

3. **Butterfly Ridge** ◗●◆★ 240-566-0300
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301

4. **Carroll Manor** ◗◆ 240-236-3800
Ms. Kimberly Robertson, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801

5. **Centerville** 240-566-0100
Ms. Karen Hopson, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101

6. **Deer Crossing** 240-236-5900
Ms. Amy Routzahn, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901

7. **Emmitsburg** ● 240-236-1750
Ms. Mary Ann Wiles, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751

8. **Glade** ◗◆ 240-236-2100
Mr. Lorcán ÓhEithir, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101

9. **Green Valley** 240-236-3400
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401

10. **Hillcrest** ◗●◆★ 240-236-3200
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201

11. **Kemptown** 240-236-3500
Ms. Kathryn Golightly, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501

12. **Lewistown** ◆ 240-236-3750
Ms. Dana Austin, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751

13. **Liberty** 240-236-1800
Ms. Jana Strohmeyer, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801

14. **Lincoln** ◗●◆★ 240-236-2650
Mr. Eric Rhodes, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651

15. **Middletown** 240-236-1100
Grades 3-5
Ms. Jan Hollenbeck, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150

16. **Middletown Primary** ◗◆ 240-566-0200
Grades Pre-K–2
Ms. Sandra Fox, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201

17. **Monocacy** ◗●★ 240-236-1400
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401

18. **Myersville** 240-236-1900
Ms. Kathy Swire, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901

19. **New Market** ◗ 240-236-1300
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

20. **New Midway-Woodsboro**
Ms. Kimberly Clifford, Principal
A) New Midway 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) Woodsboro ◗ 240-236-3700
Grades Pre-K–2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701

21. **North Frederick** ◗●◆★ 240-236-2000
Ms. Kimberly Seiss, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001

22. **Oakdale** 240-236-3300
Ms. Leigh Warren, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301

23. **Orchard Grove** ◗◆ 240-236-2400
Mr. Jay Corrigan, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401

24. **Parkway** 240-236-2600
Ms. Stephanie Brown, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601

25. **Sabillasville** 240-236-6000
Ms. Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001

26. **Spring Ridge** ◗◆ 240-236-1600
Ms. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601

27. **Thurmont** 240-236-0900
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901

28. **Thurmont Primary** ◗ 240-236-2800
Grades Pre-K–2
Dr. Michele Baisey, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801

29. **Tuscarora** ● 240-566-0000
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001

30. **Twin Ridge** ◆ 240-236-2300
Ms. Heather Hobbs Michael, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301

31. **Urbana at Sugarloaf** ◆ 240-566-0500
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501

32. **Valley** ◗ 240-236-3000
Ms. Tracy Poquette, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001

33. **Walkersville** ◗ 240-236-1000
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050

34. **Waverley** ◗●◆★ 240-236-3900
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901

35. **Whittier** ◗◆ 240-236-3100
Ms. Amy Schwiegerath, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101

36. **Wolfsville** 240-236-2250
Ms. Megan Stein, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251

37. **Yellow Springs** 240-236-1700
Ms. Sue Gullo, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

MIDDLE

38. **Ballenger Creek** 240-236-5700
Mr. Jay Schill, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701

39. **Brunswick** 240-236-5400
Mr. Everett Warren, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401

HIGH

51. **Brunswick** 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601

52. **Catoctin** 240-236-8100
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101

53. **Frederick** 240-236-7000
Dr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015

54. **Governor Thomas Johnson** 240-236-8200
Dr. Dan Lippy, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201

55. **Linganore** 240-566-9700
Ms. Nancy Doll, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701

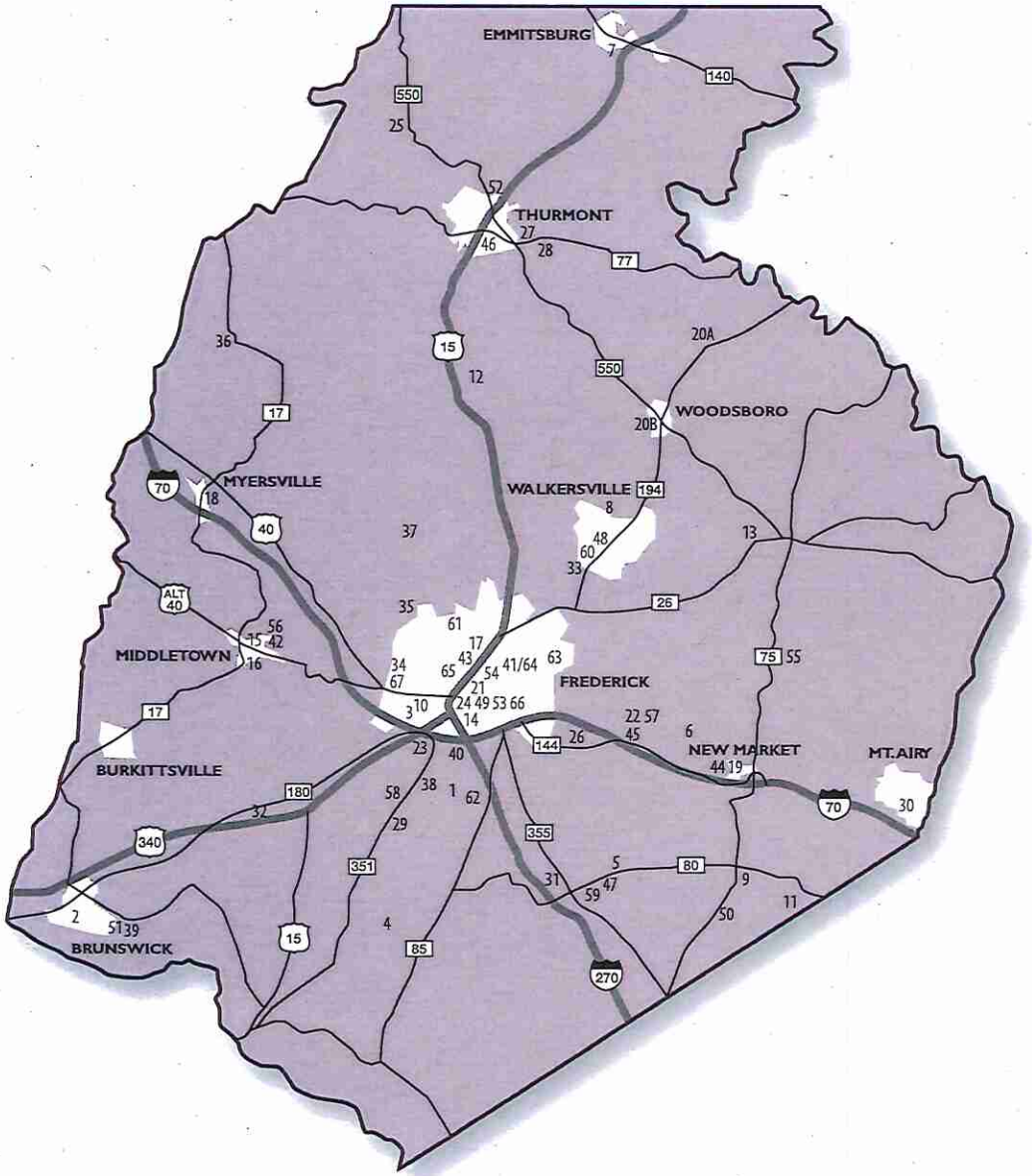
56. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450

57. **Oakdale** 240-566-9400
Ms. Lisa Smith, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401

58. **Tuscarora** 240-236-6400
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401

59. **Urbana** 240-236-7600
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601

60. **Walkersville** 240-236-7200
Ms. Tracey K. Kibler, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250



KEY

- ◗ Half-day pre-kindergarten program available
- ● Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

FINDOUTFIRST EMAIL AND TEXTING: WWW.FCPS.ORG/FOF

Middle (continued)

40. **Crestwood** 240-566-9000
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001

41. **Governor Thomas Johnson** 240-236-4900
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901

42. **Middletown** 240-236-4200
Mr. Paul Fer, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250

43. **Monocacy** 240-236-4700
Dr. Stephanie Ware, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701

44. **New Market** 240-236-4600
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650

45. **Oakdale** 240-236-5500
Ms. Mita Badshah, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501

46. **Thurmont** 240-236-5100
Mr. Daniel Enck, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101

47. **Urbana** 240-566-9200
Ms. Stacey Hiltner, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201

48. **Walkersville** 240-236-4400
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401

49. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050

50. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquenza, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

OTHER

61. **Career and Technology Center** 240-236-8500
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501

62. **Carroll Creek Montessori Public Charter School** * 240-566-0600
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601

63. **Frederick Classical Charter School** 240-236-1200
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201

64. **Frederick County Virtual School (includes Flexible Evening High School)** 240-236-8450
Dr. Stacey Adamiak, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451

65. **Heather Ridge** 240-236-8000
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001

66. **Monocacy Valley Montessori Public Charter School** * 240-236-6100
TBD, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101

67. **Rock Creek School** 240-236-8700
Ms. Katie Buckley, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

For other useful numbers, see next page

Maryland Division of Labor & Industry

STATE OF MARYLAND

DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

02/11/2020

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Kim Miskell - Procurement Officer
Frederick County Public Schools
7446 Hayward Road
Frederick, MD 21702

Re: Waverley Elementary School - New Construction

Project No: PSC #10.058.21

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures
Wage Determination
Instruction for the Contractor

Prevailing Wage Unit

PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR

The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to https://www.dllr.state.md.us/prevwage and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at dldliprevailingwage-dllr@maryland.gov.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are $10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person 's wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the LABOR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry’s designee.

**Each contractor under a public work contract subject to Section 17-219 shall:

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.

****Penalty - Subject to Section 10-1001 of the State Goverment Article, the Commissioner may impose on a**

person that violates this section a civil penalty of up to $50.00 per violation.

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor (LABOR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

IMPORTANT: Please note that the obligations under this law will become effective on JULY1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at dldliprevailingwage-dllr@maryland.gov or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Traning
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246
E-Mail Address: matp@dllr.state.md.us.

STATE OF MARYLAND

DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2019 for Frederick County, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

**Note: If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dllr.state.md.us.

Name and Title of Requesting Officer: Kim Miskell - Procurement Officer

Department, Agency or Bureau: Frederick County Public Schools
7446 Hayward Road Frederick, MD 21702

Project Number
PSC #10.058.21

Determination Number
43539

Location and Description of work:

Frederick County: Bids will be solicited for the construction of the Waverley Elementary School Replacement project. The replacement school will be constructed on the existing property and have a state rated capacity of 1019 students. The school will be approximately 130,225 gross square feet (GSF) and will, at a minimum, meet USGBC LEEDv4 Silver certification requirements.

Date of Issue: Feb 11, 2020

BUILDING CONSTRUCTION

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
BALANCING TECHNICIAN	AD	$40.77		$21.38	
BRICKLAYER	AD	$32.00		$11.56	
CARPENTER	AD	$26.66		$15.00	
CARPENTER - SHORING SCAFFOLD BUILDER	AD	$26.66		$15.00	
CARPET LAYER	AD	$29.22		$13.40	
CEMENT MASON	AD	$25.00	031	$0.00	
COMMUNICATION INSTALLER TECHNICIAN	AD	$28.05	031	$10.91	a + b
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	$26.66		$15.00	
ELECTRICIAN	AD	$37.25		$19.24	
ELEVATOR MECHANIC	AD	$46.88		$39.37	

FIREPROOFER - BY HAND	AD	$19.19	033	$4.69
FIREPROOFER - SPRAYER	AD	$25.68	033	$1.67
FIRESTOPPER	AD	$28.59	033	$7.53
GLAZIER	AD	$31.26	033	$12.50
INSULATION WORKER	AD	$35.13		$15.37
IRONWORKER - FENCE ERECTOR	AD	$20.17		$0.00
IRONWORKER - ORNAMENTAL	AD	$32.50	033	$22.39
IRONWORKER - REINFORCING	AD	$27.95	033	$20.16
IRONWORKER - STRUCTURAL	AD	$32.50	033	$22.39
MILLWRIGHT	AD	$34.49	033	$13.25
PAINTER	AD	$25.20		$10.42
PILEDRIVER	AD	$31.89	033	$11.98
PLASTERER	AD	$29.70	033	$7.48
PLASTERER - MIXER	AD	$18.50	031	$4.24
PLUMBER	AD	$40.10		$20.31
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	$33.68		$10.32
POWER EQUIPMENT OPERATOR - BACKHOE	AD	$21.00		$6.08
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	$24.32	031	$9.43
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	$29.05	033	$12.10
POWER EQUIPMENT OPERATOR - CRANE	AD	$35.70		$15.90
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	$38.44	033	$9.50
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	$30.23		$13.17
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	$35.00	033	$7.00
POWER EQUIPMENT OPERATOR - GRADALL	AD	$29.00	033	$0.00
POWER EQUIPMENT OPERATOR - HOIST	AD	$24.68	031	$12.97
POWER EQUIPMENT OPERATOR - LOADER	AD	$29.61		$8.75
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	$17.61	031	$5.59
POWER EQUIPMENT OPERATOR - PAVER	AD	$17.47	031	$6.36
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	$21.35	031	$5.38
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	$22.80	033	$0.00
POWER EQUIPMENT OPERATOR - SCRAPER	AD	$16.50	033	$0.00
POWER EQUIPMENT OPERATOR - SCREED	AD	$17.00	031	$0.25
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	$29.23		$13.17
POWER EQUIPMENT OPERATOR - SKIDDER	AD	$28.73	033	$8.65
POWER EQUIPMENT OPERATOR - TRIMMER	AD	$36.69		$0.00
POWER EQUIPMENT OPERATOR-VACCUM TRUCK	AD	$26.00	033	$3.24
RESILIENT FLOOR	AD	$29.22		$13.40
ROOFER/WATERPROOFER	AD	$20.21	031	$1.85
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	$40.77		$21.38
SPRINKLERFITTER	AD	$29.86	033	$18.99
STEAMFITTER/PIPEFITTER	AD	$40.10		$20.31
STONE MASON	AD	$38.81	033	$18.29
TILE & TERRAZZO FINISHER	AD	$24.10		$11.24
TILE & TERRAZZO MECHANIC	AD	$29.12		$12.27
TRUCK DRIVER - DUMP	AD	$19.57	031	$1.06
TRUCK DRIVER - DUMP - ARTICULATING	AD	$23.00	033	$7.32

TRUCK DRIVER - LOWBOY	AD	$25.25	031	$8.56
TRUCK DRIVER - TACK/TAR TRUCK	AD	$20.00	031	$0.25
TRUCK DRIVER - TANDEM	AD	$27.60	033	$6.98
TRUCK DRIVER - WATER	AD	$18.50		$2.61
LABORER GROUP II				
LABORER - ASPHALT RAKER	AD	$21.18		$5.09
LABORER - COMMON	AD	$21.18		$5.09
LABORER - CONCRETE PUDDLER	AD	$21.18		$5.09
LABORER - CONCRETE TENDER	AD	$21.18		$5.09
LABORER - CONCRETE VIBRATOR	AD	$21.18		$5.09
LABORER - DENSITY GAUGE	AD	$21.18		$5.09
LABORER - FIREPROOFER - MIXER	AD	$21.18		$5.09
LABORER - FLAGGER	AD	$21.18		$5.09
LABORER - GRADE CHECKER	AD	$21.18		$5.09
LABORER - HAND ROLLER	AD	$21.18		$5.09
LABORER - JACKHAMMER	AD	$21.18		$5.09
LABORER - LANDSCAPING	AD	$21.18		$5.09
LABORER - LAYOUT	AD	$21.18		$5.09
LABORER - LUTEMAN	AD	$21.18		$5.09
LABORER - MORTAR MIXER	AD	$21.18		$5.09
LABORER - PLASTERER - HANDLER	AD	$21.18		$5.09
LABORER - TAMPER	AD	$21.18		$5.09
LABORERS GROUP I				
LABORER - AIR TOOL OPERATOR	AD	$25.05	033	$8.91
LABORER - ASPHALT PAVER	AD	$25.05	033	$8.91
LABORER - BLASTER - DYNAMITE	AD	$25.05	033	$8.91
LABORER - BURNER	AD	$25.05	033	$8.91
LABORER - CONCRETE SURFACER	AD	$25.05	033	$8.91
LABORER - HAZARDOUS MATERIAL HANDLER	AD	$25.05	033	$8.91
LABORER - MASON TENDER	AD	$25.05	033	$8.91
LABORER - PIPELAYER	AD	$25.05	033	$8.91
LABORER - SCAFFOLD BUILDER	AD	$25.05	033	$8.91

FRINGE REFERENCES AS NOTED:

a. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
2 years service - 2 weeks paid vacation;
10 years service - 3 weeks paid vacation.

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welderreceive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds $500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

Modification Codes:

(AD) 17-209 Annual Determination from Survey Wage Data Received
(CH) 17-211 Commissioners' Hearing
(CR) 17-208 Commissioners' Review
(SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see http://www.census.gov/datamap/fipslist/AllSt.txt

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dllr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21701
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

THE OWNER:
(Name, legal status, address, and other information)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

THE ARCHITECT:
(Name, legal status, address, and other information)

GWWO, Inc.
800 Wyman Park Drive, Suite 300
Baltimore, MD 21211
Telephone Number: 410-332-1009
Fax Number: 410-332-0038

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents including Addenda.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid.

(Indicate how, su
Documents.)

.

§ 3.1.2 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

(Paragraphs deleted)

§ 3.1.3 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be available to all who are known by the issuing office to have received a complete set of Bidding Documents at no charge, unless the addenda is informational and does not affect in any way the fit, form or function of any technical and design of this project. In that case, the potential contractor will be responsible for any printing costs.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required as stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

[illegible] amount of bid

§ 4.2.2 The surety bond that is required as bid security, shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

(Paragraph deleted)

§ 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

(Indicate

§ 4.3.2 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

(Paragraph deleted)

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.4 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Owner of such error within twenty-four hours requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Owner, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security may be retained at the Owner's discretion.

(Sta the term , such as

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Owner, upon request and within the timeframe specified by the Owner, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Submittals

(Paragraphs deleted)

§ 6.2.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner:

- **.1** a designation of the Work to be performed with the Bidder's own forces;
- **.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- **.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.2.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.2.4 Persons and entities proposed by the Bidder and to whom the Owner have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten days following the date of the Official Notice to Award. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

§ 7.2.2 Unless otherwise provided, the bonds shall be written on Comar Document 21.07.02.10, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the work will be written on AIA Document A132, Standard Form of Agreement Between Owner and Contractor, Contrurction Manager as Adviser Edition and AIA Document A232, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by Frederick County Public Schools.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

Additions and Deletions Report for

AIA® Document A701™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:53:58 ET on 05/27/2020.

PAGE 1

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21701
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

...

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

GWWO, Inc.
800 Wyman Park Drive, Suite 300
Baltimore, MD 21211
Telephone Number: 410-332-1009
Fax Number: 410-332-0038

...

8 ~~ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS~~FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PAGE 2

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all ~~Addenda, and all other documents enumerated in Article 8 of these Instructions.~~Addenda issued prior to execution of the Contract.

...

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding ~~Documents.~~Documents including Addenda.

...

Additions and Deletions Report for AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 3.1.1 Bidders ~~shall obtain complete Bidding Documents, as indicated below,~~ may obtain complete sets of the Bidding Documents from the issuing office designated in the ~~advertisement or invitation to bid, for the deposit sum, if any, stated therein.~~Advertisement or Invitation to Bid.

...

.

§ 3.1.2 ~~Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.~~Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

~~**§ 3.1.3** Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.~~

~~**§ 3.1.4** Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.~~

§ ~~3.1.5~~ 3.1.3 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

PAGE 3

§ 3.2.1 The Bidder shall carefully study ~~the Bidding Documents,~~ and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall ~~notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.~~at once report to the Architect errors, inconsistencies or ambiguities discovered.

...

§ 3.4.1 Addenda will be ~~transmitted to Bidders~~ available to all who are known by the issuing office to have received ~~complete Bidding Documents.~~a complete set of Bidding Documents at no charge, unless the addenda is informational and does not affect in any way the fit, form or function of any technical and design of this project. In that case, the potential contractor will be responsible for any printing costs.

PAGE 4

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall ~~neither~~ make no additional stipulations on the bid form nor qualify the Bid in any other manner.

...

§ 4.2.1 Each Bid shall be accompanied by ~~the following bid security:~~a bid security in the form and amount required as stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

...

§ 4.2.2 The ~~Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid~~

Additions and Deletions Report for AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~surety bond that is required as bid security, shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.3 ~~If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

~~**§ 4.2.4** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

§ 4.3.1 ~~A Bidder shall submit its Bid as indicated below:~~All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

PAGE 5

§ 4.3.2 ~~Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.~~Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.3 ~~Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.~~The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 ~~The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.~~A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

~~**§ 4.3.5** A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.~~

§ 4.4.1 ~~Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original~~ A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

Additions and Deletions Report for AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 4.4.2 ~~Withdrawn Bids may be resubmitted up~~ Prior to the date and time designated for ~~the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.~~receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.3 ~~After~~ Withdrawn Bids may be resubmitted up to the date and time designated for ~~receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:~~the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.4 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Owner of such error within twenty-four hours requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Owner, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security may be retained at the Owner's discretion.

PAGE 6

Bidders to whom award of a Contract is under consideration shall submit to the ~~Architect,~~ Owner, upon request and within the timeframe specified by the ~~Architect,~~ Owner, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 ~~Owner's Financial Capability~~

~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~Submittals

~~§ 6.3 Submittals~~

~~§ 6.3.1~~ ~~After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:~~

- ~~**.1** a designation of the Work to be performed with the Bidder's own forces;~~
- ~~**.2** names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and~~
- ~~**.3** names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.~~

~~§ 6.3.2~~ ~~The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.~~

~~§ 6.3.3~~ ~~Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.~~

Additions and Deletions Report for AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.~~

§ 6.2.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.2.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.2.4 Persons and entities proposed by the Bidder and to whom the Owner have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

...

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three~~ ten days following the date of ~~execution of the Contract.~~ the Official Notice to Award. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on ~~AIA Document A312,~~ Comar Document 21.07.02.10, Performance Bond and Payment Bond.

PAGE 7

~~**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**~~

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the work will be written on AIA Document A132, Standard Form of Agreement Between Owner and Contractor, Contrurction Manager as Adviser Edition and AIA Document A232, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by Frederick County Public Schools.

~~**§ 8.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:~~

~~**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

Additions and Deletions Report for AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below:~~
~~*(Insert the complete AIA Document number, including year, and Document title.)*~~

~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013.)*~~

~~.5 Drawings~~

~~Number~~	~~Title~~	~~Date~~

~~.6 Specifications~~

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

~~.7 Addenda:~~

~~Number~~	~~Date~~	~~Pages~~

~~.8 Other Exhibits:~~
~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017.)*~~

~~[ ] The Sustainability Plan:~~

~~Title~~	~~Date~~	~~Pages~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

~~.9 Other documents listed below:~~
~~*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*~~

Additions and Deletions Report for AIA Document A701™ – 2018. Copyright © 1970, 1974, 1978, 1987, 1997 and 2018 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:53:58 ET on 05/27/2020 under Order No. 4323301581 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:53:58 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1297635146)

BID 20C17, WAVERLEY ELEMENTARY SCHOOL - NEW CONSTRUCTION RE-BID
CONTRACT PACKAGE 9D, RESILIENT/RUBBER ATHLETIC SURFACING
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SUPPLEMENTAL INSTRUCTIONS TO AIA DOCUMENT A701

1. BIDDER REGISTRATION

All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register with eMaryland Marketplace Advantage www.procurement.maryland.gov. FCPS will no longer accept bidder's applications.

2. PRE-BID MEETING = Not Applicable

a. A Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package.

b. Attendance at the Pre-Bid Meeting is not mandatory; however, all vendors are strongly encouraged to attend.

c. The agenda for this Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; timeline/scheduling; budget priorities/concerns; and procurement responsibilities.

d. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting. Questions received after said date will not be considered. Neither the Owner nor its employees, agents nor representative shall be responsible for oral instructions.

e. If FCPS offices are closed, or operating on a modified schedule, due to inclement weather on the day a Pre-Bid is scheduled, the Pre-Bid is cancelled and will not be rescheduled unless an addendum is issued. Bidders are advised that they are to email questions to the identified Contract Manager by the date and time required within this solicitation. For the fastest, most reliable information, regarding closures and/or delays check the following:

- www.fcps.org
- Social Media: FCPS on Twitter and FCPS on Facebook
- Email/Text Messages: Sign up for FindOutFirst email and emergency-only text messages
- FCPS TV: Comcast Channel 18 (Frederick area)
- Local radio and tv stations

3. RECEIPT OF BIDS

a. Bids will be accepted electronically through ProcureNow (https://secure.procurenow.com/portal/fcps)

c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.

d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.

e. In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. (Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department.)

4. ADDENDA

a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.

b. Addenda will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.

c. Addenda will be issued a minimum of four (4) days prior to the bid opening date, unless the addenda issued extends the due date.

d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become a part of the award and contract documents.

5. PREPARATION OF BID

a. The attention of all contractors, subcontractors and material supply bidders is directed to the Invitation to Bid, Proposal Form(s), AIA documents A701, A101 and A201, and Supplemental Instructions to Bidders to AIA A701 for information pertinent to the bidding process.

b. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addenda.

c. Bidder must submit one (1) original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided.

d. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.

e. The following items must be included in submission (if applicable):

   i. Proposal pages completely and accurately filled out.
   ii. Minority Business Enterprise Attachment “A” Form completed and signed.
   iii. Minority Business Enterprise Attachment “B” Form completed and signed.
   iv. Statutory Affidavit and Non-Collusion Certification form completed and signed.
   v. Certificate of Compliance form completed and signed.
   vi. Vendor Conflict of Interest Disclosure form completed and signed.

vii. AIA A310 Bid Bond (for 5% of the total bid amount).

f. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: www.Egov.maryland.gov/BusinessExpress

g. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.

h. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.

i. Failure to sign the bid document will result in rejection of the bid as non-responsive.

j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

k. FCPS will accept all bid responses, however, only companies approved by FCPS' Purchasing Department will be considered for contract award.

6. MBE REQUIREMENTS

a. The contract or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of **(as stated below)** percent of the total contract value is with certified Minority Business Enterprises, with a minimum of **0** percent from certified African American-owned businesses, a minimum of **0** percent from Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and sub goals from certified MBEs.

MBE participation goals for the Waverley Elementary School - New School Construction project is as follows with no sub-goals.

Division/Package	MBE Goal
9D Resilient Flooring and Athletic Surfacing	5%

b. Effective May 13, 2013, all contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract. (Code of Maryland Regulations (COMAR) 21.11.03.10(E)).

c. Liquidated Damages Provision
This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (MBE) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $211.40 per day until the monthly report is submitted as required.

ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $105.70 per MBE subcontractor.

iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by the MBE firm for the contract.

iv. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

v. [Do Not Include In Contracts That Are Subject To Section 15-226 Of The State Finance And Procurement Article – Construction Contracts – Prompt Payment Of Subcontractors]. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: not to exceed $100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

7. PREVAILING WAGE RATES = Applicable

When applicable, the vendor will comply with Section 17-201 through 17-226 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended, which requires payment of prevailing wages as determined by the Commissioner of Labor on public works projects.

8. BID BOND

a. Each bidder shall submit with their bid a certified check, cashier's check or bid bond acceptable to the FCPS, for at least five percent (5%) of the amount of TOTAL BID. Each bidder agrees that they will, if awarded the contract, at the time of entering into agreement, furnish to FCPS proper payment and performance bonds naming the Board of Education of Frederick County for the full amount of the contract guaranteeing the faithful performance of all conditions thereof, and the payment in full to all parties furnishing labor and materials or other services on its account.

b. Failure to furnish the required documentation within ten (10) calendar days after receipt of the Notice of Award letter may result in the forfeiture of the submitted surety unless FCPS is responsible for the delay.

c. Certified checks, or cashier's checks, submitted as bid surety will be returned to the awarded vendor upon receipt of required documentation.

9. PRODUCT SUBSTITUTIONS

Bidders are referred to paragraphs contained within the General Requirements and the Technical Specifications for information concerning product substitution.

10. TAXES

a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.

b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies.

11. BID OPENING

a. Sealed bids will be opened at the location, date, and time indicated on the solicitation cover sheet.

b. All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. No bids will be accepted via telephone.

c. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.

d. The recommended award will be posted to the FCPS BoardDocs website a minimum of five days prior to the Board of Education meeting in which it will be presented.

e. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, www.fcps.org/bidlist, after the Board of Education of Frederick County approval.

12. ERRORS IN BID SUBMISSIONS

a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.

b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. The request must be received in the Purchasing Department within one business day after the time established for the bid opening and include written documentation substantiating the error. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.

c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

13. AWARDS OR REJECTION OF BIDS

a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the

ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.

b. FCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.

c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.

d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.

e. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.

f. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.

g. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.

h. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.

i. The Board of Education of Frederick County reserves the right to reject the bid of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.

j. The Board of Education of Frederick County retains the right to reject any and all bids, if it is deemed in the best interest of FCPS to do so.

k. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, FCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

14. CONTRACT FORMATION

a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.

b. The form of contract between the owner and the awarded bidder shall be AIA Document A101, Standard Form of Agreement Between Owner and Contractor (2007 edition) including the AIA A201 General Conditions of the Contract for Construction (2007 edition), together with any Frederick County Public Schools' agreed upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.

c. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

15. PERFORMANCE AND PAYMENT BONDS

a. If applicable, the awarded vendor(s) may be required to submit either one or both of the following two bonds to the Purchasing Department ten (10) calendar days after receipt of the Notice of Award and in accordance with the terms stated below:

   i. **Performance Bond** in the amount of 100% of the contract value covering faithful performance of the contract; and

   ii. **Payment Bond** in the amount of 100% of the contract value as security for the payment of all persons performing labor and furnishing materials in connection therewith.

b. The cost of the performance bond and payment bonds will be borne by the bidder(s) in all instances.

c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.

d. Certified checks, if submitted, will be deposited in an FCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the FCPS bank account(s) for the full amounts of both certified checks.

e. Bonds must be approved by surety companies which are named in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20111. Maryland Code 21-102 – A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders must use bonding companies rated by A.M. Best Company of at least A-/VIII.

f. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company and re-submit it to the Purchasing Department within ten (10) calendar days after notification.

g. Upon receipt and approval of the performance bond and payment bond, or the certified check(s), an official purchase order will be issued.

h. The awarded vendor's security will be retained until they have signed the Owner-Contractor Agreement and Addendum and furnished the required Payment Bond and Performance Bond, guaranteeing payment of damages in the event of failure to perform as agreed, including the prevailing wage rate clause. The Owner reserves the right to retain the security of all bidding contractors until the selected bidder enters into contract, or until ninety (90) calendar days after the bid opening, whichever is shorter. If any bidder refuses to enter into a contract, the Owner may retain his bid security as liquidated damages, but not as a penalty.

i. If bonds are required, and the awarded vendor fails to perform according to the terms of the contract, the bonding company will be notified in writing with a copy sent to the vendor.

16. INSURANCE REQUIREMENTS

Reference AIA Document A101-2007 Article 10, Insurance and Bonds for insurance requirement types and limits.

17. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

a. It is anticipated that construction will commence on or around June 15, 2020.

b. Substantial completion shall be achieved by April 7, 2023.

18. PROTESTS

a. The Purchasing Manager or designee (when the Purchasing Manager administers the bid being protested) shall attempt to resolve, informally, all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.

   i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:

      - Name, address, contact information of the protestor;
      - Statement of reasons for the protest;
      - Supporting documentation to substantiate the claim;
      - The remedy sought.

   ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendor's responsibility to ascertain the date and time of award.

   iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.

1. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at $25,000 or above.

2. The Purchasing Manager shall issue a decision in writing.

3. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.

4. The Board of Education of Frederick County's decision is deemed the final action at the local level.

5. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

19. MULTI-YEAR CONTRACT

a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.

b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.

c. The cost of termination may be paid from any appropriation available for that purpose.

20. TERMINATION FOR DEFAULT

a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:

   i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:

   ii. If the vendor fails to perform any of the provisions of this contact, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:

   iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:

   iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.

c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

21. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

22. HOLD HARMLESS

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

23. CONTRACT DISPUTES

a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.

b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.

c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

24. LIQUIDATED DAMAGES

a. AIA Document A132, Article 3.4 clarification:

The Contractor acknowledges and agrees that time is of the essence in achieving Substantial Completion and that a delay in achieving Substantial Completion will result in increased costs to the Owner. In the event that the Contractor does not achieve Substantial Completion as stipulated in Article 3.3, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner. For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of **$1,000.00 per day**.

25. PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

a. Vendors are responsible for removal of trash and debris and will confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site so that it will not unduly interfere with the progress of the work of any other vendor.

b. It will be the vendor's responsibility to provide portable sanitation facilities on the work site and secure Health Department or local subdivision approval, when required.

c. They will not interfere with FCPS personnel or students in the performance of this contract. FCPS reserves first right of salvage on all materials removed from FCPS facilities and no salvage values should be assumed in bidding on the project unless so stated in the specifications. Vendors will pay all disposal fees and can recuperate them only by including them in their bid pricing.

d. At the completion of the work, and before final payment is made, vendors will remove all rubbish and debris and will leave the work site clean, including site restoration. Vendors will remove all tools, scaffolding and surplus materials from and about the building. In case of dispute, FCPS may remove the rubbish and/or repair property and charge such costs to the vendor.

26. PROTECTION OF WORK AND PROPERTY

a. The vendor will be solely responsible for initiating, maintaining and supervising all safety precautions and programs in the performance of this contract and will be responsible for observing the safety regulations of MOSHA, OSHA, and local life safety agencies.

b. The vendor will erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railing, barricades, lighting, posting of danger signs and other warnings against hazards.

c. The vendor will comply with applicable laws, ordinances, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Any damage, loss or injury resulting from the failure of the vendor to safe guard their work and FCPS property will be borne by the vendor.

d. In the case of inclement weather, or an emergency that threatens the loss or damage of property or life safety, the vendor will be allowed to act in a diligent manner without instructions from FCPS. The vendor will notify the Contract Administrator of their actions as soon as possible. Any claim for compensation by the vendor due to such extra work will be submitted promptly to FCPS for approval

27. LAWS AND REGULATIONS

a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.

b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.

c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

28. AMERICAN STEEL ACT

The vendor will comply with the provisions of Sections 17-301 through 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended entitled "Steel Procurement for Public Works." The vendor's affidavit of compliance with these provisions may be required before payment can be made.

29. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded supplier(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the supplier will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the supplier, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the supplier is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.

b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded supplier(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II – FCPS Specific Terms and Conditions.

c. The awarded supplier(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.

d. The awarded supplier(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.

e. An awarded supplier will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

f. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct**.** This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. For additional information, visit:
   - Maryland State Department of Education Website;
   - House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention;
   - MSDE Guidelines For MD. Code, Educ. 6113.2;
   - Employment History Review Form for Child Abuse and Sexual Misconduct

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

30. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.

b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

31. WEAPON POSSESSION ON SCHOOL PROPERTY

a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contact for cause.

32. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

33. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

34. PUBLIC INFORMATION ACT NOTICE

a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

35. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

36. ETHICS POLICY

a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics Policies that may apply to them individually or as a business entity.

b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

37. NON-COLLUSION

a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.

b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

38. CONFLICT OF INTEREST

The bidder will advise FCPS in writing as soon as possible, but not later than the date of award of the contract, of any known relationships with a third party, or FCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

39. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register with eMaryland Marketplace Advantage www.procurement.maryland.gov within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland

SECTION 00 2413 – SPECIFICATIONS CROSS-REFERENCE

The following is a listing of Contract Packages for use on the Waverley Elementary School Replacement Project, along with references to the Architect's Specification Sections. The Contractor shall perform all of the work required by the referenced Specification Sections unless noted otherwise in the Contract Package (**Specification Section 00 2416**) for which the Contractor is submitting a proposal. The Contractor's work will not necessarily be limited to the sections referenced. The Contractor shall comply with the requirements of Division 00 – Bidding Requirements and Division 01 – General Requirements, in their entirety. The Contractor shall also comply with the balance of the specifications (referenced or not) as applicable for the proper execution and coordination of their work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
2A – Site			Division 01 In Its Entirety
	02 0850	-	Asbestos Abatement Scope of Work
	02 0860	-	Mercury-Containing Fluorescent Lamp and Tube Removal
	02 0870	-	PCB Light Ballast Removal
	02 0900	-	Lead-Based Paint Removal and Disposal
	02 0910	-	Lead-Containing Paint Removal
	02 3200	-	Geotechnical Investigation
	02 4100	-	Demolition
	03 3000	-	Cast-in-Place Concrete
	04 2000	-	Unit Masonry
	05 5000	-	Metal Fabrications
	07 9200	-	Joint Sealants
	10 7500	-	Flagpoles
	11 6813	-	Playground Equipment
	31 1000	-	Clearing
	31 2000	-	Earthmoving
	31 2005	-	Building Earthwork
	31 5000	-	Excavation Support and Protection
	32 1216	-	Hot-Mixed Asphalt Pavement
	32 1220	-	Road and Parking Accessories
	32 1313	-	Concrete Paving
	32 1315	-	Concrete Curbing
	32 1816.13	-	Playground Protective Surfacing
	32 3000	-	Site Furnishings
	32 3113	-	Chain Link Fences and Gates
	32 3223	-	Segmental Retaining Walls
	32 9000	-	Tree Conservation
	32 9305	-	Topsoiling, Seeding and Sodding
	32 9500	-	Trees, Shrubs and Ground Covers
	33 1000	-	Utility Standards
	33 1005	-	Water Distribution System
	33 3000	-	Sanitary Sewerage
	33 4100	-	Storm Drainage
	Balance		The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
3A – Concrete			Division 01 In Its Entirety
	02 3200	-	Geotechnical Investigation
	03 3000	-	Cast-In-Place Concrete
	05 1200	-	Structural Steel Framing
	05 5100	-	Metal Stairs
	06 1000	-	Rough Carpentry
	07 1400	-	Fluid-Applied Waterproofing
	07 2100	-	Thermal Insulation
	07 9200	-	Joint Sealants
	31 2000	-	Earthmoving
	31 2005	-	Building Earthwork
	31 3116	-	Termite Control
	31 5000	-	Excavation Support and Protection
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
4A – Masonry			Division 01 In Its Entirety
	02 3200	-	Geotechnical Investigation
	03 3000	-	Cast-In-Place Concrete
	04 2000	-	Unit Masonry
	05 5000	-	Metal Fabrications
	05 5100	-	Metal Stairs
	07 1400	-	Fluid-Applied Waterproofing
	07 2100	-	Thermal Insulation
	07 2500	-	Weather Barriers
	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	08 3100	-	Access Doors and Panels
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Divisions 00 and 01 in their Entirety
5A – Structural Steel	02 3200	-	Geotechnical Investigation
	05 1200	-	Structural Steel Framing
	05 1213	-	Architecturally Exposed Structural Steel Framing
	05 2100	-	Steel Joist Framing
	05 3100	-	Steel Decking
	05 4000	-	Cold-Formed Metal Framing
	05 5000	-	Metal Fabrications
	05 5100	-	Metal Stairs
	05 5213	-	Pipe and Tube Railings
	07 9200	-	Joint Sealants
	07 9513	-	Expansion Joint Cover Assemblies
	09 9113	-	Exterior Painting
	09 9123	-	Interior Painting
	09 9600	-	High-Performance Coatings
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
6A – General Carpentry			Division 01 In Its Entirety
	02 3200	-	Geotechnical Investigation
	04 2000	-	Unit Masonry
	05 5000	-	Metal Fabrications
	06 1000	-	Rough Carpentry
	06 4100	-	Architectural Wood Casework
	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	07 9513	-	Expansion Joint Cover Assemblies
	08 1113	-	Hollow Metal Doors and Frames
	08 1416	-	Flush Wood Doors
	08 3100	-	Access Doors and Panels
	08 3323	-	Overhead Coiling Doors
	08 3493	-	Automatic Overhead Coiling Fabric Fire Curtain
	08 7100	-	Door Hardware
	08 9100	-	Louvers
	09 7200	-	Wall Coverings
	09 9113	-	Exterior Painting
	09 9123	-	Interior Painting
	10 1101	-	Visual Display Units
	10 1200	-	Display Cases
	10 1400	-	Signage
	10 2113.19	-	Plastic Toilet Compartments
	10 2123	-	Cubicle Curtains and Track
	10 2239	-	Folding Panel Partitions
	10 2600	-	Wall and Door Protection
	10 2800	-	Toilet, Bath, and Laundry Accessories
	10 4400	-	Fire Protection Specialties
	10 5113	-	Metal Lockers
	10 5613	-	Metal Storage Shelving
	11 3013	-	Residential Appliances
	11 5213	-	Projection Screens
	11 5413	-	Kilns
	11 6143	-	Stage Curtains
	12 2113	-	Horizontal Louver Blinds
	12 2400	-	Window Shades
	12 3200	-	Manufactured Wood Casework
	12 3600	-	Countertops
	12 4813	-	Entrance Floor Mats and Frames
	12 5000	-	Classroom and Office Furniture
	12 5600	-	Specialized Storage Systems
	14 2400	-	Hydraulic Elevators
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
7A – Roofing			Division 01 In Its Entirety
	02 3200	-	Geotechnical Investigation
	04 2000	-	Unit Masonry
	05 5000	-	Metal Fabrications
	07 1400	-	Fluid-Applied Waterproofing
	07 4210	-	Composite Framing Support (CFS) System
	07 5400	-	Thermoplastic Membrane Roofing

CONTRACT PACKAGE			REFERENCE SECTIONS
	07 6200	-	Sheet Metal Flashing and Trim
7A – Roofing (cont.)	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	07 9513	-	Expansion Joint Cover Assemblies
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
8A – Storefronts and Windows			Division 01 In Its Entirety
			Division 23 as applicable
	02 3200	-	Geotechnical Investigation
	04 2000	-	Unit Masonry
	05 5000	-	Metal Fabrications
	07 4210	-	Composite Framing Support (CFS) System
	07 4213.23	-	Metal Composite Material Wall Panels
	07 9200	-	Joint Sealants
	08 3100	-	Access Doors and Panels
	08 4013	-	Protective Framed Glazing Assemblies
	08 4313	-	Aluminum-Framed Storefronts
	08 4413	-	Glazed Aluminum Curtain Walls
	08 7100	-	Door Hardware
	08 8000	-	Glazing
	08 9100	-	Louvers
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
9A – Drywall and Acoustics			Division 01 In Its Entirety
	02 3200	-	Geotechnical Investigation
	05 4000	-	Cold-Formed Metal Framing
	05 5000	-	Metal Fabrications
	06 8316	-	Fiberglass Reinforced Paneling
	07 2100	-	Thermal Insulation
	07 4210	-	Composite Framing Support (CFS) System
	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	08 3100	-	Access Doors and Panels
	09 2116	-	Gypsum Board Assemblies
	09 2216	-	Non-Structural Metal Framing
	09 3000	-	Tiling
	09 5100	-	Acoustical Ceilings
	09 8430	-	Sound-Absorbing Wall and Ceiling Units
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
9B – Ceramic Wall and Floor Tile			Division 01 In Its Entirety
	02 3200	-	Geotechnical Investigation
	07 9200	-	Joint Sealants
	09 3000	-	Tiling
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
9C – Fluid Applied and Terrazzo			Division 01 In Its Entirety
Flooring (Terrazzo as Alternate)	02 3200	-	Geotechnical Investigation
	07 9200	-	Joint Sealants
	09 6623	-	Resinous Matrix Terrazzo Flooring
	09 6700	-	Fluid-Applied Flooring
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
9D – Resilient Flooring and			Division 01 In Its Entirety
Athletic Surfacing	02 3200	-	Geotechnical Investigation
	07 9200	-	Joint Sealants
	09 6500	-	Resilient Flooring
	09 6566	-	Resilient Athletic Flooring
	09 6623	-	Resinous Matrix Terrazzo Flooring
	09 6700	-	Fluid-Applied Flooring
	09 6816	-	Sheet Carpeting
	11 4000	-	Foodservice Equipment
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
9E – Painting			Division 01 In Its Entirety
			Divisions 21, 22, 23, and 26 as applicable
	02 3200	-	Geotechnical Investigation
	05 1213	-	Architecturally Exposed Structural Steel Framing
	05 5100	-	Metal Stairs
	05 5213	-	Pipe and Tube Railings
	07 0553	-	Fire and Smoke Assembly Identification
	07 9200	-	Joint Sealants
	09 9113	-	Exterior Painting
	09 9123	-	Interior Painting
	09 9600	-	High-Performance Coatings
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Division 00 In Its Entirety
11A – Food Service Equipment			Division 01 In Its Entirety
			Divisions 05, 21, 22, 23, and 26 as applicable
	02 3200	-	Geotechnical Investigation
	05 5000	-	Metal Fabrications
	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	08 3100	-	Access Doors and Panels
	08 7100	-	Door Hardware
	11 4000	-	Foodservice Equipment
	23 0800	-	Mechanical System Commissioning
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
11B – Athletic Equipment			Division 00 In Its Entirety Division 01 In Its Entirety Division 26 as applicable
	02 3200	-	Geotechnical Investigation
	05 5000	-	Metal Fabrications
	11 6623	-	Gymnasium Equipment
	23 0700	-	HVAC Insulation
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
15A – Mechanical (Plumbing, HVAC and Sprinkler)			Division 00 In Its Entirety Division 01 In Its Entirety Division 26 as applicable
	02 3200	-	Geotechnical Investigation
	03 3000	-	Cast-In-place Concrete
	05 5000	-	Metal Fabrications
	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	08 3100	-	Access Doors and Panels
	08 9100	-	Louvers
	09 9113	-	Exterior Painting
	09 9123	-	Interior Painting
	10 1400	-	Signage
	11 3013	-	Residential Appliances
	11 4000	-	Foodservice Equipment
	21 0500	-	Common Work Results for Fire Suppression
	21 0523	-	General-Duty Valves for Water-Based Fire Suppression Piping
	21 0553	-	Identification for Fire Suppression Piping and Equipment
	21 1119	-	Fire-Department Connections
	21 1313	-	Wet-Pipe Sprinkler Systems
	22 0500	-	Common Work Results for Plumbing
	22 0513	-	Common Motor Requirements for Plumbing Equipment
	22 0519	-	Meters and Gauges for Plumbing Piping
	22 0523	-	General-Duty Valves for Plumbing Piping
	22 0529	-	Hangers and Supports for Plumbing Piping and Equipment
	22 0533	-	Heat Tracing for Plumbing Piping
	22 0548	-	Vibration and Seismic Controls for Plumbing Piping and Equipment
	22 0553	-	Identification for Plumbing and Piping Equipment
	22 0700	-	Plumbing Insulation
	22 1116	-	Domestic Water Piping
	22 1119	-	Domestic Water Piping Specialties
	22 1123	-	Domestic Water Pumps
	22 1316	-	Sanitary Waste and Vent Piping
	22 1319	-	Sanitary Waste Piping Specialties
	22 1413	-	Facility Storm Drainage Piping
	22 1423	-	Storm Drainage Piping Specialties
	22 1429	-	Sump Pumps
	22 3400	-	Fuel-Fired Domestic Water Heaters

CONTRACT PACKAGE			REFERENCE SECTIONS
	22 4000		Plumbing Fixtures
15A – Mechanical (Plumbing, HVAC and Sprinkler) (cont.)	22 4500	-	Emergency Plumbing Fixtures
	22 4700	-	Water Coolers
	22 6323	-	Facility Natural Gas Piping
	23 0500	-	Common Work Results for HVAC
	23 0513	-	Common Motor Requirements for HVAC Equipment
	23 0529	-	Hangers and Supports for HVAC Piping and Equipment
	23 0548	-	Vibration and Seismic Controls for HVAC Piping and Equipment
	23 0553	-	Identification for HVAC Piping and Equipment
	23 0593	-	Testing, Adjusting and Balancing for HVAC
	23 0700	-	HVAC Insulation
	23 0800	-	Mechanical System Commissioning
	23 0859	-	Building Automation System Commissioning
	23 0900	-	Instrumentation and Control for HVAC
	23 2300	-	Refrigerant Piping
	23 3113	-	Metal Ducts
	23 3300	-	Air Duct Accessories
	23 3423	-	HVAC Power Ventilators
	23 3713	-	Diffusers, Registers, and Grilles
	23 3723	-	HVAC Gravity Ventilators
	23 5533.16	-	Gas-Fired Unit Heaters
	23 7333	-	Outdoor Indirect-Fuel-Fired Heating and Ventilating Units
	23 7433	-	Compressorized Outdoor-Air Units
	23 8126	-	Split System Air Conditioners
	23 8129	-	Variable Refrigerant Flow HVAC Systems
	23 8236	-	Finned-Tube Radiation Heaters
	23 8239.13	-	Cabinet Unit Heaters
	23 8239.16	-	Propeller Unit Heaters
	28 3111	-	Digital, Addressable Fire-Alarm System
	31 2000	-	Earthmoving
	31 2005	-	Building Earthwork
	31 5000	-	Excavation Support and Protection
	33 1000	-	Utility Standards
	33 1005	-	Water Distribution System
	33 3000	-	Sanitary Sewerage
	33 4100	-	Storm Drainage
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

CONTRACT PACKAGE			REFERENCE SECTIONS
			Divisions 00 and 01 In Their Entirety
16A – Electrical (Including Low Voltage)			Divisions 21, 22, and 23 as applicable
	02 3200	-	Geotechnical Investigation
	03 3000	-	Cast-In-Place Concrete
	05 5000	-	Metal Fabrications
	07 8400	-	Firestopping
	07 9200	-	Joint Sealants
	08 3100	-	Access Doors and Panels
	08 3323	-	Overhead Coiling Doors
	08 7100	-	Door Hardware
	09 9113	-	Exterior Painting
	09 9123	-	Interior Painting

CONTRACT PACKAGE	REFERENCE SECTIONS		
	10 1500	-	Video Display Systems
16A – Electrical (Including Low Voltage) (cont.)	11 3013	-	Residential Appliances
	11 4000	-	Food Service Equipment
	11 5213	-	Projection Screens
	11 6623	-	Gymnasium Equipment
	12 2400	-	Window Shades
	14 2400	-	Hydraulic Elevators
	21 1313	-	Wet-Pipe Sprinkler Systems
	21 3113	-	Electric-Drive, Centrifugal Fire Pumps
	21 3400	-	Pressure-Maintenance Pumps
	21 3900	-	Controllers for Fire Pump Drivers
	22 0513	-	Com. Motor Requirements for Plumbing Equip.
	22 0533	-	Heat Tracing for Plumbing Piping
	22 1429	-	Sump Pumps
	22 3400	-	Fuel-Fired, Domestic-Water Heaters
	23 0513	-	Common Motor Requirements for HVAC Equipment
	23 0800	-	Mechanical System Commissioning
	23 0859	-	Building Automation System Commissioning
	23 0900	-	Instrumentation and Control for HVAC
	23 3300	-	Air Duct Accessories
	23 8129	-	Variable-Refrigerant-Flow HVAC Systems
	23 8236	-	Finned-Tube Radiation Heaters
	26 0501	-	General Electrical Requirements
	26 0519	-	Low-Voltage Electrical Power Conductors and Cables
	26 0526	-	Grounding and Bonding for Electrical Systems
	26 0529	-	Hangers and Supports for Electrical Systems
	26 0533	-	Raceways and Boxes for Electrical Systems
	26 0543	-	Underground Ductbanks
	26 0544	-	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
	26 0548.16	-	Seismic Controls for Electrical Systems
	26 0553	-	Identification for Electrical Systems
	26 0573	-	Overcurrent Protective Device Coordination Study
	26 0574	-	Overcurrent Protective Device Arc-Flash Study
	26 0800	-	Electrical System Commissioning
	26 0923	-	Lighting Control Devices
	26 0926	-	Lighting Control Panels
	26 2213	-	Low-Voltage Distribution Transformers
	26 2413	-	Switchboards
	26 2416	-	Panelboards
	26 2726	-	Wiring Devices
	26 2813	-	Fuses
	26 2816	-	Enclosed Switches and Circuit Breakers
	26 2913	-	Enclosed Controllers
	26 3213.16	-	Gaseous Emergency Engine Generators
	26 3600	-	Transfer Switches
	26 4113	-	Lightning Protection for Structures
	26 4313	-	Surge Protection for Low-Voltage Electrical Power Circuits
	26 5119	-	LED Interior Lighting
	26 5613	-	Lighting Poles and Standards

CONTRACT PACKAGE	REFERENCE SECTIONS		
	26 5619	-	LED Exterior Lighting
16A – Electrical (Including Low Voltage) (cont.)	27 0500	-	Common Work Results for Communications
	27 1100	-	Communications Equipment Room Fittings
	27 1300	-	Sound Systems
	27 1500	-	Voice Over Internet Protocol (VOIP) and Data Systems
	27 5123	-	Integrated Telecommunications
	27 7000	-	Emergency Radio In-Building Amplification System
	28 0500	-	Common Work Results for Electronic Safety and Security
	28 1605	-	Integrated CCTV Surveillance System
	28 2301	-	Integrated Intrusion Detection System
	28 3111	-	Digital, Addressable Fire-Alarm System
	31 2000	-	Earthmoving
	31 2005	-	Building Earthwork
	31 5000	-	Excavation Support and Protection
	Balance	-	The balance of the Specifications as applicable for the proper execution and coordination of the work.

END OF SPECIFICATION SECTION

Contract Package Sections:

- *General Scope – Applicable to all Contract Packages*
- 2A – Site
- 3A – Concrete
- 4A – Masonry
- 5A – Structural Steel
- 6A – General Carpentry
- 7A – Roofing
- 8A – Storefronts and Windows
- 9A – Drywall and Acoustics
- 9B – Ceramic Wall and Floor Tile
- 9C – Fluid Applied and Terrazzo Flooring (Terrazzo as Alternate)
- 9D – Resilient Flooring and Athletic Surfacing
- 9E – Painting
- 11A – Food Service Equipment
- 11B – Athletic Equipment
- 15A – Mechanical (Plumbing, HVAC and Sprinkler)
- 16A – Electrical (Including Low Voltage)

General Scope of Work for All Contractors

The following requirements of all Contractors:

0.01 Contractor shall be required to review all alternate proposals found in Specification Section 01 2300 of the Contract Documents carefully. Contractor shall provide costs for all work contained in the alternates, associated and/or specifically indicated as part of this Contract Package. Contractor shall be responsible for providing all such work upon acceptance of the alternates by the Owner.

0.02 Contractor shall review the list of unit prices found on the Form of Proposal

0.03 Contractor shall be responsible for coordinating his work with the other trades so that conflicts are avoided and that the expeditious progress of the project is not hampered. Any Contractor who believes that a potential conflict may exist shall notify the Construction Manager immediately and follow-up in writing within three (3) days.

0.04 Contractor shall carefully review the Product Requirements Section 01 6000 prior to submitting his bid.

0.05 Contractor shall be required to conduct his activities in a safe manner and shall be responsible for observing the safety regulations of MOSH, OSHA, and local life safety agencies. Contractor shall:

A. Comply with applicable laws, ordinances, rules, regulations and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss.
B. Erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, emergency eyewash stations, posting of danger signs and other warnings against hazards.
C. Be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this contract.
D. The Contractor shall conduct required Safety Meetings and shall provide a copy of the minutes and attendance list for each meeting to the Construction Manager's Superintendent.
E. Contractors shall be liable to the Construction Manager for all loses, costs, expenses and damages (including any fines, penalties, insurance premium increases and attorneys' fees) attributable to any acts or omissions by Contractor and/or by any of its agents, servants, employees, subcontractors and/or representatives which constitute or result in any failure to comply with such safety measures or requirements. Contractor shall immediately report to the Construction Manager regarding any accident, injury or property damage that occurs.

0.06 All Contractors are required to provide sufficient manpower to maintain the construction schedule, avoid delays to other phases of work, and to meet the established substantial completion date. The Construction Manager shall determine whether the Contractor's manpower level is sufficient to diligently prosecute the work.

0.07 All Contractors may be required to work Monday through Saturday as part of the base bid cost. The construction schedule is being established using a six (6) day work week.

0.08 Contractor shall be required to mobilize and re-mobilize to the site at the Construction Manager's direction in order to meet the construction schedule. Construction Manager cannot guarantee a continuous flow of work. All costs are to be included in the base bid.

0.09 All Contractors are required to submit daily field reports for their own forces and all of their Subcontractors' to the Construction Manager's Field Office on a daily basis. Reports must include at a minimum: manpower (detailed by classification of workers), activities performed, equipment utilized, site issues, scheduled deliveries and inspection reports. All Contractors are also required to submit copies of their safety toolbox talks to include attendance sheets of all employees who attended. These copies are to be attached to the daily field reports and must be turned in on a daily basis. Failure to provide field reports may be cause for the Contractor's Application for Payment to be rejected.

0.10 Contractor shall provide safe access to his work for the Owner, Construction Manager, Architect, Consultants, Testing Agencies, etc. to inspect and test the work.

0.11 Owner's Right to Audit:

A. The Owner and Construction Manager shall have the right to access and audit the Contractor's project records and documents as necessary to verify that Contractor has complied with all the terms and conditions of the contract.
B. In the event of a claim by the contractor against the Owner, the Owner and Construction Manager shall have the right to access and audit all of the Contractor's records, books, estimates, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the claim.
C. All change order cost paid to the Contractor on a cost reimbursable basis shall be subject to audit by the Owner and Construction Manager. Audit of change orders cost may require access to the supporting documentation of the lump sum contract. The Owner shall also have the right to audit all the related records of subcontractors who are paid on a cost reimbursable basis. Contractor shall include a clause to this effect in its contract with subcontractors.
D. Contractor and subcontractors shall preserve all project documents for a period of three (3) years after final acceptance of the project by the Owner.

0.12 Notwithstanding anything to the contrary elsewhere in the contract documents, the Owner will pay the Contractor cost only (no markup) for materials stored onsite or at an approved offsite location. The Contractor shall provide manufacturer/supplier invoices to validate amounts requested. Stored materials must be onsite or at the approved offsite location at the time the Contractors draft requisition is submitted to the Construction Manager. In addition, required invoices, bill of sale, photo documentation, product specific insurance certificates, and any other documentation requested by the Construction Manager, Owner, or Design Team must be attached to the draft requisition or the amounts requested for stored materials will be rejected.

0.13 Contractor's assigned Project Manager and their Subcontractor's assigned Project Manager must attend Progress Meetings as scheduled by the Construction Manager. Failure to attend may be cause for the Contractor's Application for Payment to be adjusted or rejected.

0.14 In its role as construction management advisor to the FCPS, the Construction Manager is advising all contractors the following:

- The project requires the payment of prevailing wages.
- For the contractor's workers <u>and</u> for their subcontractor's workers, all contractors are responsible for making sure appropriate wage classifications are being applied for each worker, the correct wage amounts are being paid, and certified payroll are being submitted.
- Contractors should contact the Maryland Department of Labor, Division of Labor and Industry ("DLI") if a wage classification is not listed or if there are questions regarding the appropriate wage classification to be applied.
- If an incorrect wage classification is being used by a contractor or subcontractor, both the contractor and subcontractor will be held responsible for the unpaid wages and penalties by DLI.
- FCPS will not issue a change order for any issues regarding prevailing wages.
- It is not the Construction Manager's responsibility to track prevailing wage issues.
- In order to appropriately advise FCPS, prior to project closeout and final payment, the Construction Manager will contact DLI to inquire as to the status of any prevailing wage issues involving a contractor or their subcontractors.
- If DLI identifies any outstanding prevailing wage issues involving a contractor or their subcontractors, the Construction Manager will recommend to FCPS that final payment not be released to the contractor.
- Even if DLI does not identify any prevailing wage issues and final payment is released, DLI may still investigate prevailing wage issues and hold contractors and subcontractors responsible for any violations of the prevailing wage statute.

0.15 The 2A Contractor shall provide all survey work as described in Specification Section 01 7123. All Contractors are required to use the controls established by the 2A Contractor as described in Specification Section 01 7123. Any additional surveying/ layout required for the execution of work described in each Contract Package will be the responsibly of the contractor performing the work.

0.16 Contractor shall comply with all insurance regulations as required by local jurisdictions and the contract documents. Additionally, the Contractor is required to provide insurance certificates for each of his subcontractors and material suppliers who will be on site.

0.17 Contractor is advised that the surrounding community will be under development throughout the entire duration of the contract. Contractor shall conduct his operations in such manner to avoid any disruption to construction of and current residents of the surrounding community. Contractor shall perform all work required to install, maintain, relocate and remove at the Construction Manager's direction, adequate protective measures to prohibit access by all persons other than authorized personnel, and to prevent damage to any existing facilities or ones under construction. Contractor shall establish and strictly enforce procedures prohibiting Contractor personnel access to any existing facility without specific written authorization from the Construction Manager and the Owner.

0.18 Contractor's personnel and his Subcontractors' and Suppliers' personnel shall at all times demonstrate proper behavior and act in a courteous manner. The Contractor shall remove from the project or cause to be removed from the project any such personnel who demonstrate unacceptable behavior (as determined by the Contractor and/or Construction Manager). Removal from the project shall be permanent.

0.19 All Contractors must make provisions to provide water as necessary to complete their contract work. Contractors are to assume that water will not be available on this site.

0.20 Contractor shall utilize the projects web-based software service. This service will be paid for by the Construction Manager. Documents not requiring original signatures must be submitted via the web-based software. Sending these documents via email, FTP, fax, or paper will not be accepted. Color samples and other submittals requiring physical review shall be logged in to the web-based software system and delivered by mail or courier to the Construction Managers field office. This procedure supersedes any reference to the contrary found in the Specifications.

0.21 The web-based software company will provide a training session as scheduled by the Construction Manager via web conference. Participation by the Contractor's assigned Project Manager is mandatory. The web-based software provides technical support and should be contacted directly by the Contractor for assistance. The Contractor shall not contact the Construction Manager direct for web-based software technical support.

0.22 Contractors are required to have their Project Managers register and log in to the web-based software no later than 30 days after issuance of the "Letter of Intent" or the Contract, whichever is issued first. The Project Manager will be required to log in to the web-based software at least once a week in order to stay up to date with on-going project issues and/or documentation. Failure to log in weekly may result in the adjustment and/or rejection of the Contractors monthly Application for Payment.

0.23 Any tank, barrel, or container, which contains flammable or hazardous fuel/material, shall be protected in a manner acceptable to MOSH. This includes, but not limited to, chain-link fencing with posts driven a minimum 2′-6" below grade or 6" steel bollards 8′ long driven 3′ into the earth 4′ on center around perimeter of area. No fuel or any substance may be placed in tanks until condition is reviewed and approved by MOSH or in writing by the Contractor's Safety Officer. Under no circumstance shall any tank, barrel, or container, which contains flammable or hazardous fuel/material, be placed within 10′ of any temporary or permanent road.

0.24 Bidders must use products and manufacturers listed in the Contract Documents. Despite any reference to the contrary elsewhere in the contract documents, no requests for "equals" or "substitutions" will be considered after the submission of the Proposal. All requests for "equals" or "substitutions" must be formally submitted and approved and will be included in Addendum. The only exceptions to this are the following:

A. The specified product or method of construction cannot be provided within the contract time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.

B. The request offers the Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The additional responsibilities may include compensation for the Architect (and their Consultants), for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
C. The specified product or method of construction cannot receive the necessary approval by a governing authority, and the requested product can be approved.
D. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
E. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
F. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
G. Where a proposed substitution involves more than one Contractor (or Subcontractor), all parties shall cooperate with all others involved to coordinate the work, provide uniformity and consistency, and assure compatibility of products.

0.25 Within one (1) month of award of contract, Contractors will be required to provide a list of their Demonstrations / Trainings for the Construction Manager's review and approval. Three (3) months prior to Substantial Completion for work included in each phase, Contractors shall provide three (3) different dates and times to the Construction Manager for coordination with Owner's personnel. A final Demonstration / Training Schedule will be issued by the Construction Manager for Contractor coordination with subcontractors and/or its own forces. An Owner's representative will be present to video record all demonstrations / trainings. This supersedes any other reference found in the Specifications. Contractor failure to attend a scheduled demonstration / training session will result in a deduct change order ($200/hour) for the cost of Construction Manager supervision, all school personnel scheduled to attend, Owner's Video Recording Contractors time, and other related expenses. Contractors must have a representative present at all of their subcontractor's demonstration / training sessions.

0.26 Contractor shall attend Foreman's Meetings as scheduled by the Construction Manager. The Contractor shall be prepared to discuss schedule, general site issues, and details of upcoming work to be performed.

0.27 Notwithstanding any other provision of the Contract Documents, Contractor agrees that in no event shall it make claim or other demand for compensation for any delay, disruption or hindrance to the prosecution of the Work unless Contractor is subjected to a complete and full work stoppage resulting in a continuous delay, disruption, or hindrance in the prosecution of the critical path Work of five (5) days or longer due to causes beyond its fault or control, in whole or in part.

0.28 All costs for proposed changes in work must be submitted within twenty-one (21) calendar days from the date of written request (letter, meeting minutes, fax, email, etc.). In the event the Contractor fails to submit a complete itemized proposal within the twenty-one (21) day time frame, the Contractor will be contractually bound to accept the following:

- Additions - Contractor will proceed at no cost change or time extension and will perform the work at once or when required in order to avoid any impact to the Project's schedule as directed by the Construction Manager.
- Credits - The Construction Manager will estimate the cost of the credit and the Contractor will be bound to accept a deduct change order for the amount as estimated by the Construction Manager.

In the event the Contractor is directed to proceed with extra work on a time and material (T&M) basis, Costs for this work must be submitted as an itemized proposal within twenty-one (21) calendar days from the date the work was actually performed and verified. Any T&M tickets not signed by the Construction Manager or Owner on the date(s) the work was performed will be rejected and any payment denied.

A complete itemized proposal includes but is not limited to:

- A copy of the document which initiated the change
- Change request format sheets as found in the specifications or as provided by the Construction Manager
- Contractor's itemized breakdown take off

- Subcontractor's itemized breakdown take off (as necessary)
- Rental ticket invoices, material invoices, vendor invoices
- Any other backup as requested by the Construction Manager or Owner.

0.29 Contractor shall check, close and confirm the relationship of layout provided to the dimensions on the Contract Documents, prior to commencement of work. Commencement of the work will constitute acceptance of the layout and the dimensions provided on the Contract Documents. This Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.

0.30 Contractor shall provide daily cleanup of all trash and debris generated by the work and place in dumpster furnished by the Construction Manager unless specifically noted otherwise. 2A Contractor shall furnish dumpsters for all work of the 2A Contract Package. 7A Roofing Contractor shall furnish dumpsters for roofing debris and any other work of the 7A Contract Package. Upon completion of each phase of work in any given area, Contractor shall leave the area in broom clean condition. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform cleanup at the Contractor's expense via deduct change order.

0.31 Contractor shall be required to locate stored materials in an area(s) designated by the Construction Manager's Superintendent. Quantity of materials intended to be delivered and stored onsite must be coordinated and approved by the Construction Manager. It is the intent to have materials onsite to keep a steady flow of work but not any more material than can be installed in a two (2) week period of time. Offsite provisions for material storage and all cost are to be included in base bid.

0.32 In the event of a conflict between drawings or specified requirements, the Contractor will be responsible for providing the costliest option referenced.

0.33 In the event there is overlap of scope as described in Contract Package descriptions, all parties referenced are responsible for completing the work and the Owner reserves the right to request a credit from the Contractor who does not provide the work.

0.34 Contractor shall begin product submittals to the Construction Manager no later than seven (7) days after issue of "Notice of Award" or Contract, whichever is issued first. All submittals and shop drawings must be submitted / uploaded to the web-based software in a timely manner to avoid delay to work of this Contract Package and all other Contractors. In all cases, submittals or shop drawings will be required to be submitted no later than 60 days after issuance of "Notice of Award" or Contract, whichever is issued first.

0.35 Contractor will provide full time onsite supervision and adequate facilities in order to coordinate and supervise the work.

0.36 Contractor shall provide a Schedule of Values with a detailed breakdown including separate line items for material & installation and per building area. Schedule of Values must be submitted within 10 days of receipt of the Notice of Award or Contract. Schedule of values must be approved by Owner, Design Team and Construction Manager. Contractor must provide breakdown of material cost, labor cost, and any other category of cost for work performed under this contract whether self-performed or subcontracted as required for LEED compliance and calculations.

0.37 Despite any reference to the contrary elsewhere in the Contract Documents, Contract closeout documents scheduled value shall be a mandatory 2% of the total contract value. At any stage of the project, it will be permissible for Contractors to bill against this line item on their monthly Application for Payment once O&M's and other Closeout items have been submitted and approved. Payment on this scheduled value will be contingent upon approval by the Construction Manager, Owner, and Design Team.

0.38 Despite any reference to the contrary, the Construction Manager is the sole and final judge of durations necessary to complete the work. The Construction Manager will publish a Construction Schedule with input from the Contractors after the bid. The Construction Manager's schedule is the baseline to measure acceptable progress. The Construction Manager will make updates to the schedule as necessary with input from the Contractors. If a Contractor fails to maintain scheduled progress, the Construction Manager will issue a notice to comply. In the event the Contractor fails to get back on schedule within three (3) days, the Owner reserves the right to supplement the Contractor's forces with others and deduct all costs from the

Contractor's contract balance. Only one (1) notice is required to be issued. The Preliminary Schedule is not the Construction Schedule and is subject to revisions at the sole discretion of the Construction Manager.

0.39 Date of Substantial Completion for New Waverley Elementary School, Phase 2, is June 30, 2022. Substantial Completion for entire Waverley Campus, Phase 3, is June 30, 2023. Liquidated damages in the amounts stated in the Contract Document AIA A132/CMa 2009 may be assessed in the event a Contractor fails to achieve Substantial Completion as stipulated or in the event a Contractor fails to achieve any of the milestone dates indicated in the construction schedule.

0.40 Contractor must complete punch list work within 2 months of issuance. Cost for Construction Manager Supervision, School Personnel Supervision, any additional cleaning, and other related expenses ($600/day) will be deducted from this Contract via Change Order in the event this requirement is not met.

0.41 This project is mandated by the State of Maryland to achieve the LEED for Schools Silver Certification rating (as a minimum), as defined in the LEED for Schools Rating System. The Contractor shall comply with all LEED requirements related to the work of this package and shall warrant compliance by all of his Suppliers, Subcontractors, Installers, etc. The Contractor shall designate a qualified representative of his firm and/or employ a qualified consultant each of whom is knowledgeable with regard to LEED requirements to monitor and ensure compliance with same.

0.42 Contractor is advised that the existing Waverley Elementary School and Rock Creek Elementary School will remain operational throughout the entire duration of the contract. The Contractor shall conduct his operations in such manner to avoid any disruption to existing schools and/or surrounding community. The Contractor shall perform all work required to install, maintain, relocate and remove at the Construction Manager's direction, adequate protective measures to prohibit access to such facilities by all persons other than authorized personnel, and to prevent damage to existing facilities. Contractor shall establish and strictly enforce procedures prohibiting Contractor personnel access to any existing facility without specific written authorization from the Construction Manager and the Owner.

0.43 Within ten (10) days of the issuance of the Notice of Award or Contract, whichever is issued first, despite any other reference, the Contractor will be required to forward electronically to the Construction Manager the following:

1. Safety Program (with all applicable MSDS organized alphabetically)
   A. Specified Competent Person in charge of all Contractor's specific safety program and procedures
2. Schedule of Values
3. Project Specific Certificate of Liability Insurance for your firm and all Subcontractors and Suppliers delivering material to the site.
4. List of Company Contacts with title, email, and at least one 24-hour Cell Contact number for emergency use.
5. List of Sub-Contractors with contact information (office, cell, and email) for the Project Manager assigned.

0.44 Contractor's following subcontractors are required to be bonded for this project and bonding cost shall be included in base bid:

- Any Subcontractor bonding is solely at the discretion of the Contractor.

Contract Package 2A
Site

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Site Excavation, Hazardous Materials Abatement, Demolition, Clearing, Retaining Walls, Seat Walls, Fencing, Landscaping, Seeding, Sod, Site Utilities, Asphalt, Site Athletic Equipment, Playground Equipment, and Site Furnishings in accordance with the complete set of Contract Documents. This includes all onsite and offsite work as indicated by the Contract Documents.

The following requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 2A Contractor shall perform all clearing, grubbing, bulk excavation, backfilling and grading, and demolition required by the Contract Documents. Provide all required fill material in accordance with Contract Documents to bring site to design elevations. Carefully examine site prior to commencing operations. This site is categorized as unclassified. Therefore, the 2A Contractor will be responsible for all excavation down to design subgrade elevation regardless of material being excavated, including but not limited to rock, at no cost to the Owner. In addition, the 2A Contractor is responsible for the removal of any unsuitable materials, including but not limited to rock at all SWM Basins, Traps, Ponds. If material excavated exceeds the optimum moisture content, the 2A Contractor shall dry the material prior to reuse and/or stockpile and spread for reuse in another area. If drying cannot be achieved in order to meet the project schedule and/or the soil classification, the 2A Contractor shall remove and legally dispose of offsite and haul in suitable material as part of base bid cost. In the event the material excavated to design subgrade elevation is found to be unsuitable, the 2A Contractor shall remove and legally dispose of unsuitable material offsite and haul in suitable material as part of base bid cost. This clarification supersedes any reference to the contrary in Division 31 in the Technical Specification. Proof roll, in the presence of the Owner's Geotechnical Engineer, prior to placing any fill to verify acceptability of the substrate.

1.02 2A Contractor shall be responsible for all hazardous material abatement including but not limited to inspections, permits and monitoring of the abatement and offsite disposal as necessary. 2A Contractor shall be responsible for the removal of all hazardous material from the site in a legal manner including, but not necessarily limited to, lead, CFC's, refrigerant, light ballasts, PCB's, mercury, lead, arsenic, and any material deemed hazardous by the EPA, OSHA, and all federal, state, and local guidelines. 2A Contractor must employ the services of a Frederick County Public School's approved HazMat Abatement Contractor. Hygienist will be provided by the Owner.

1.03 2A Contractor will grade each Phase of the new school building pad and an area ten (10) feet outside of the building footprint to an elevation of 409.17. If required, 2A Contractor is required to utilize miscellaneous stone fill (stone dust) as fill within this area to achieve the building pad elevation. All costs for miscellaneous stone fill (stone dust) shall be included in the base bid. 3A Contractor will be responsible for any additional excavation/grading within the entire building footprint as necessary. All footing/foundation backfill for the buildings is the responsibility of the 3A Contractor.

1.04 2A Contractor is responsible for Construction Waste Management/Ceiling Recycling as described in Specification Sections 01 7419 during the demolition phases of the project. The 2A Contractor will include, as part of the base bid, the cost to provide dumpsters, sorting, hauling, recycling, etc. for all construction debris associated with demolition of the existing site. The 2A Contractor will provide the Construction Manager a Construction Waste Management Plan within ten (10) days of award of contract. 2A Contractor shall be advised that the Contract is targeting 75% diversion of waste per the LEED checklist listed within the contract documents.

1.05 2A Contractor shall provide, maintain, and remove at the direction of the Construction Manager and/or any governing agency all sediment and erosion control measures and devices, stabilized construction entrances, storm water management facilities and all sediment traps, required by the Contract Documents and any

governing agency. 2A Contractor shall be responsible for maintenance and removal of existing sediment and erosion controls in accordance with the sequence of construction as shown in the Contract Documents.

1.06 2A Contractor will furnish and install permanent seed and sod with stabilization as required including curlex or erosion control matting.

1.07 2A Contractor will remove snow as necessary to provide access on the site within the limits of disturbance for the project. Snow removal is to take place within sixteen (16) hours of commencement of snowfall. This includes but is not limited to all access roads, approach access roads, pedestrian walkways, and staging areas.

1.08 2A Contractor is responsible for reforestation, preservation protection signage, fence protection, root pruning, and edge management wherever required for all new and existing landscaping.

1.09 2A Contractor will perform demolition and offsite removal of the existing site and building, including but not limited to, all existing light fixtures, utilities, structures, site furnishings, fences, trailers, existing trash, and removal of resulting debris as required. 2A Contractor shall provide dumpsters for all work associated with this package and comply with LEED requirements.

1.10 2A Contractor is responsible for all items detailed at sediment or storm water traps, portable sediment tanks, ponds, basins, including but not limited to concrete, sand filters, outfalls, riprap, trash racks, miscellaneous metal structures, gabions, temporary fencing, permanent fencing and any incidental required to complete the work. 2A Contractor shall furnish, install and maintain safety fence around the entire perimeter of all storm water management facilities. Safety fence shall be installed as required while the work is being performed or as directed by the Construction Manager. Safety fence is in addition to the required perimeter fencing.

1.11 2A Contractor to furnish, install, relocate as necessary, and maintain three (3) wash rack systems and remove/restore racks and areas upon direction from the Construction Manager as part of the base bid cost. The requirement is one wash rack for each Phase of the project. These systems are to include temporary water source, power source, pumps and hoses, and other necessary appurtenances and appropriate field labor to wash tires/vehicles/equipment etc. The wash operations must be provided by 2A Contractor as directed by Construction Manager and at any time any vehicles (from any Project Team member, Contractor, or Supplier) are working on site. 2A Contractor shall furnish water as required for these operations. Wash racks are to be located at the stabilized construction entrances or in locations determined by the Construction Manager.

1.12 2A Contractor is required to have a minimum of two (2) utility crews. Utility crews must be licensed as required by the Authority Having Jurisdiction (AHJ).

1.13 2A Contractor shall be required to mobilize and re-mobilize to the site at the Construction Manager's direction as part of base bid cost.

1.14 2A Contractor shall perform rodent and pest abatement before any demolition work can proceed within the buildings. This work is to be performed by a licensed pest control company and certification of completed work provided as per local, state/federal requirements and Contract Documents. Termite control is not part of the 2A Contract.

1.15 2A Contractor shall be responsible for all disconnections/connections to existing utilities. 2A Contractor is responsible for coordination and scheduling of all terminations of existing utilities with the Owner and the Construction Manager. 2A Contractor shall employ licensed plumbing and electrical contractors to cut, cap and make safe all existing utility terminations up to the limits of disturbance. There will be no support from 15A and 16A Contractors. 2A Contractor is responsible for scheduling all inspections and notifying the Owner and the Construction Manager.

1.16 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in new building per MOSH/OSHA requirements. 2A shall furnish, install, and maintain fire extinguishers onsite for buildings that are being demolished. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.17 No crushing or stockpiling of any demolition debris will be permitted on site. Material is to be loaded on to trucks and hauled off site on a daily basis.

1.18 2A Contractor shall be responsible for removal and disposal of two (2) 10,000 gal. underground fuel tank, associated concrete slabs, and related amenities as required by the contract documents. 2A Contractor shall

be responsible for the removal of any material within the underground fuel tank. Contractor to assume 1,000 gallons of fuel is to be removed. 2A Contractor shall be responsible for removal of 1,500 cubic yards of contaminated soils associated with removal of the fuel tanks as part of base bid cost. This quantity supersedes any other reference in the Contract Documents. 2A Contractor shall also be responsible for the corresponding amount of fill required where fuel tank and contaminated soils are removed. 2A contract will be subject to adjustment by change order at the unit price noted in the form of proposal, when the final quantity of contaminated soils is determined. All work is to be performed in accordance with Federal, State, and Local Codes and Regulations.

1.19 2A Contractor shall salvage 250 bricks from each of the original existing buildings. The brick shall be cleaned of mortar and palletized. Coordinate final storage location with the Construction Manager.

1.20 2A Contractor shall be required to maintain (mowing, pruning, weeding, etc.) all existing grass and landscape areas on the entire existing Waverley Elementary School/ Rock Creek Elementary School sites from the date of contract award to the date of final completion or as directed by the Construction Manager. Start of maintenance will coincide with the start of each Phase of the work. Maintenance areas will be defined by the Limits of Disturbance for each Phase of Work. Maintenance is required for all Phases of work until final acceptance of the entire site by Frederick County Public Schools.

1.21 2A Contractor is responsible for demolition and removal of 20 portable classrooms. Demolition to include all other items associated with portable classrooms including but not limited to foundations, decks, railings, and ramps. Demolition of portable classrooms will be performed in accordance with the project phasing or as directed by the Construction Manager. FCPS intends on salvaging and relocating the portable restroom facility. FCPS will be responsible for the costs associated with the relocation of the portable restroom facility only. 2A Contract shall be responsible for removal of foundation, decks, railings and ramps of the portable restroom facility.

1.22 2A Contractor is responsible for removal, storage, and delivery within 25-mile radius of the existing school of all items remaining from the Owner Salvage List included in Specification Section 02 4100 at the start of demolition. 2A Contractor to coordinate the final storage location with the Construction Manager. This includes the following items:

1. All memorials, memorial signage, and plaques.
2. Flagpoles

1.23 2A Contractor will furnish, install, maintain, and remove one staging area for the Construction Manager. The Construction Manager's staging area will be 30,000 sqft. Staging area will consist of 12" CR-6 compacted in two 6" lifts placed on filter fabric. The staging area is to be placed in an area as directed by the Construction Manager. The Construction Manager's staging area is to be graded to maintain positive drainage. 2A contract will be subject to adjustment by change order at the unit price noted in the form of proposal, when final quantity of Construction Manager's staging is determined. This is an addition to the staging/ parking area to be installed in the area indicated on Drawing PC.3A.

1.24 2A Contractor shall coordinate operations with other Contractors as required to maintain project progress.

1.25 2A Contractor shall provide all stake out and survey work required to complete the work in this Contract Package as required by the Contract Documents. This includes property corner stakeout. Surveyor shall be licensed in the State of Maryland.

1.26 2A Contractor shall furnish and install concrete, masonry and incidentals for work under this package.

1.27 2A Contractor shall furnish and install all Site Retaining Walls, Seat Walls, and Site Stairs. This includes footings, stone fill, weeps, drain tile piping, filter cloth, and incidentals complete. Any drain tile piping installed under this package is to be tied into the closest feasible point of the storm drain unless otherwise noted. 4A Contractor will furnish and install all brick veneer for site retaining walls as required by the contract documents. 2A Contractor shall furnish and install any fencing or specialty railings required for the site retaining walls. See Item 1.73 for additional clarification.

1.28 2A Contractor shall furnish and install all guardrails (wood or metal) if required by the Contract documents.

1.29 2A Contractor shall furnish and install all saw cutting, excavation, existing utility adjustment wedging, and leveling to connect with existing curbing and paving as required by the Contract Documents.

1.30 All excess spoils are to be removed and disposed offsite in a legal manner as part of the 2A base bid cost.

1.31 2A Contractor will be responsible for removal and disposal offsite of 7,000-Cu.Yds. of building spoils or site spoils generated by 3A, 15A, and 16A Contractors. This material will be stockpiled onsite by the Contractor who generates the spoils and shall be hauled offsite by the 2A Contractor at the direction of the Construction Manager. Measurement will be 11-Cu.Yds. per full tandem load of material hauled out and/or 14-Cu.Yds. per tri-axle load. The Testing Agency and the Construction Manager must witness and sign tickets daily for 2A trucking. These costs are to be included in base bid and the 2A contract will be subject to adjustment by change order at the unit price noted in the form of proposal, when final quantity of building spoils removed from the site is determined.

1.32 2A Contractor shall provide and maintain a suitable access road from the stabilized construction entrances to the building pad and around the entire perimeter of the building at all times. Installation of the access roads will coincide with the Phase designations of the work. This shall include, but is not limited to, filter cloth and 12" of CR-6 stone, 18' wide. The closest edge of the perimeter access road will be 10' off the exterior of the building. Access must be acceptable to the Construction Manager. These roads are a separate item from staging area requirements. All access and perimeter roads will be maintained and removed at the direction of the Construction Manager and the disturbed areas must be restored to a finished condition. 2A Contractor shall also provide approach access roads from the perimeter access road to the building pad at a minimum of six (6) locations to be determined by the Construction Manager.

1.33 2A Contractor shall furnish and install all site utility work shown on the plans including but not necessarily limited to water supply, site hydrants, roof drainage, trench drains, slot drains, storm drainage, sanitary sewer systems, all SWM Basins, Traps, and Ponds, as required by the Contract Documents. 2A Contractor shall install all utilities to within five (5) feet of the building with the required flanged end terminations for connection by the 15A Contractor unless specifically noted otherwise. 2A Contractor and 15A Contractors shall coordinate elevations and end termination requirements. 2A Contractor is responsible for final connections to the Public Service side of all utilities. Any maintenance of traffic plan required is the responsibility of the 2A Contractor. In addition to Design Team approval, the 2A Contractor shall be responsible for obtaining approval of all related materials from the authority having jurisdiction and/or Frederick City DPW. 2A Contractor shall meet the requirements of all applicable local plumbing codes for installation of all site utilities.

1.34 2A Contractor is strongly encouraged to visit the site prior to submitting a Bid for the work.

1.35 2A Contractor will be responsible for all costs associated with winter concrete, hot weather concrete, and protection of masonry work associated with this package as required to meet the project requirements and the project schedule. This includes, but is not limited to, all tenting, additives, and temporary heating or cooling.

1.36 2A Contractor shall provide as-built drawings of all work under this package. As-builts will be maintained onsite and compiled by a Surveyor, licensed in the State of Maryland. As-builts will be reviewed weekly or as necessary at the Construction Manager’s discretion.

1.37 2A Contractor shall furnish and install concrete collars at all exterior cleanouts whether or not shown on the contract documents. Concrete collars shall be minimum of 12”L x 12”W x 6”D. Cleanout shall have minimum of 4” of concrete around perimeter of cap.

1.38 2A Contractor shall furnish and install all structures, manholes, clean outs, etc. associated with his work as required by the Contract Documents. Furnish and install all concrete, reinforcing, rip-rap, stone, and filter cloth related to this work. Provide all required protection of inlets, structures, etc. as indicated on the contract drawings at the Construction Manager's and/or governing agency's direction.

1.39 2A Contractor will flush all storm & sanitary piping and clean out all sediment basins, traps, and remove spoils or debris from site as necessary during the course of work, at time of substantial completion, and/or as directed by the authority having jurisdiction. All costs shall be included in 2A Contractors base bid.

1.40 2A Contractor shall obtain all required permits, secure all inspections, and provide all test and inspections required by the Contract Documents to obtain a Use and Occupancy permit. Documentation of each inspection is to be provided to the Owner and Construction Manager.

1.41 2A Contractor shall provide and install, if necessary, all off-site material required to complete the work included in this Contract Package including but not limited to topsoil, stone, sand, core trench material, infield mix and borrow as part of the base bid cost.

1.42 2A Contractor to supply electric or any other power required to complete the work under this contract.

1.43 2A Contractor will employ the services of a private utility locator company to locate and identify existing utilities prior to commencing with work to the existing utilities or installation of new work. 2A Contractor will also be required to test pit in order to locate existing utilities prior to commencing with work to the existing utility.

1.44 2A Contractor will assume all responsibility for the M.D.E. Storm Water Management discharge permit (NOI) from notice to proceed to final completion as necessary. The Owner will transfer the permit to the 2A Contractor when received. After final completion, the 2A Contractor will transfer the permit back to the Owner as necessary.

1.45 2A Contractor must procure and pay for any permits, fees, equipment, meters or incidentals as required to utilize fire hydrants <u>if permissible</u> by Authority Having Jurisdiction.

1.46 Steel plates or other means need to be utilized to ensure traffic flow in and out of the project site and on Frederick City right of ways at all times.

1.47 Paving as deemed acceptable by Frederick City Department of Public Works to be utilized at temporary road patches.

1.48 2A Contractor may utilize existing topsoil for reuse, however, existing topsoil cannot be stockpiled on the project site. 2A Contractor is responsible for compliance of Frederick County Soil Conservation District requirements for stockpiling materials off site. All costs will be included in the base bid.

1.49 Any stockpile locations must be approved by the Construction Manager. 2A Contractor is advised that limited space is available on site, therefore the 2A Contractor shall be prepared to remove all material from the site and store off site as part of the base bid cost. 2A Contractor is responsible for compliance with Frederick County Soil Conservation District requirements for stockpiling materials off site. This direction supersedes any other reference in the Contract Documents.

1.50 2A Contractor shall furnish screened topsoil. Maximum size of screen shall be 3/4" sieve. Topsoil on ball fields is to motor graded to within ± .10 of a foot of the design elevation. 2A Contractor is required to furnish and install infield if required by the Contract Documents.

1.51 2A Contractor is responsible for obtaining a certified soil analysis from a licensed laboratory to ensure the soils meets the requirements for planting and seeding as described in the contract documents. This direction supersedes any other reference to the contrary.

1.52 2A Contractor will remove stones greater than two inches (2”) in diameter for a depth of eight inches (8”) of the subgrade in all areas that receive topsoil.

1.53 2A Contractor is responsible for hand grubbing and root pruning within the drip line of all existing specimen trees, which are scheduled or shown to remain.

1.54 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements. 2A Contractor is responsible to furnish, install and maintain fire extinguishers for demolition of existing buildings in Phase 2 and Phase 3.

1.55 2A Contractor shall coordinate for utility pole relocations, if necessary. Cost to be borne by Owner.

1.56 Geotechnical, concrete, and asphalt testing & inspection, as well as Hazardous Material Abatement Hygenist shall be performed by the Owner’s Testing & Inspection Agencies. Contractor shall coordinate with Construction Manager for scheduling of all testing and inspections.

1.57 2A Contractor shall provide and install all curb and gutter "inlet throats" as required.

1.58 2A Contractor shall furnish and install all Site concrete. This includes sidewalks, concrete footings and slabs at the Generator Enclosure, Transformer Enclosure, Dumpster enclosure, exterior site retaining walls, and concrete stairs outside of the building. 2A Contractor shall furnish and install footings for all playground equipment, mow tables at building perimeter and fences, the perimeter curb at playgrounds, curb and gutter, exterior stair nosings and caulking as necessary. Expansion joints shall be capped with 2" deep preformed strips to be removed immediately prior to caulk. All exterior equipment pads for 15A and 16A equipment will be the responsibility of the 15A and 16A Contractors. Heavy-duty concrete paving at the loading dock is by 2A Contractor. Transformer and Generator equipment pads will be furnished and installed by the 16A Contractor. Footings for canopies that attach to the building are by 3A Contractor. Any other footings for site walls are part of the 2A Contractor's scope. Masonry for site walls, Generator Enclosure, and Dumpster enclosure is by 4A Contractor. 7A Contractor is responsible to furnish and install metal coping for the Generator, Transformer, and Dumpster Enclosures. 4A Contractor shall furnish and install rebar for masonry walls at the Generator Enclosure Transfer Enclosure, and Dumpster enclosure.

1.59 2A Contractor shall install exterior removable and non-removable bollards with associated concrete, and any other accessory required. 5A Contractor shall furnish only all removable and non-removable bollards.

1.60 2A Contractor shall furnish and install all asphalt concrete paving, concrete curb and gutter, concrete wheel stops, and striping as required by the Contract Documents. Provide all paths, walks, play areas and all associated striping indicated on the site plans. 2A Contractor shall provide all concrete sidewalks, dumpster pads, and aprons.

1.61 2A Contractor will furnish and install tree grates, frames, and accessories as required by the contract documents.

1.62 2A Contractor shall provide all handicapped marking, curb marking, detectable warning surfaces, traffic control, signage, signposts, and incidentals as required by the Contract Documents and governing agencies. Traffic signage is provided in Specification Section 10 1400. All other signage identified in Specification Section 10 1400 is by the 6A Contractor. 2A Contractor shall obtain the approval of the governing agency before applying any handicapped marking, curb markings, warning surfaces, traffic control markings, signage, signposts, and incidentals as required. 2A Contractor shall provide signposts in accordance with the requirements of Frederick City Department of Highway and Facilities Maintenance.

1.63 2A Contractor shall furnish and install all landscaping/reforestation and incidentals as required by the contract documents including, but not limited to, trees, shrubs, flower bulbs, annuals, perennials, grasses, ground covers, etc. This includes excavation, mulch, staking/guying, soil prep, pruning, watering, maintenance, signage, drainage pipe, stone, weed blockers, and any incidental to provide a complete landscaping installation. 2A Contractor is required to have all planting materials inspected in accordance with the Contract Documents. 2A Contractor shall provide temporary watering devices (gator bags) and water for the duration of the 2-year warranty period for all trees and shrubs as applicable or as directed by the Construction Manager. 2A Contractor shall be responsible for removal of all guying materials and watering devices at the end of the 2-year warranty period. All costs are to be included in base bid.

1.64 2A Contractor to furnish and install Site & Street Furnishings, Playground Equipment, and Playground Protective Surfacing.

A. 2A Contractor to furnish and install all site and street furnishings, including all incidentals.
B. 2A Contractor shall furnish and install Playground Equipment, including but not limited to, benches, fencing, sleeves, nets, gates, mulch, engineered wood fiber, or synthetic play surface, including all associated concrete bases and mow tables as required by the Contract Documents.
C. 2A Contractor will furnish and install basketball courts and asphalt play areas, specialty coatings, specialty surfaces, striping, nets, sleeves, and basketball goals. Any excavation, backfill, drainage provisions, or incidental required is part of base bid cost unless otherwise noted.
D. 2A Contractor is responsible to grade and install the drainage system for the playground areas as noted on the contract documents. 2A Contractor shall furnish and install all playground equipment, edging, mulch, approach walkways/ramps, and incidentals.

1.65 2A Contractor to furnish and install all exterior fencing and gates. This includes all steel and wood fencing as required by the Contract Documents.

1.66 2A Contractor to provide and pay for interim and final certification of Storm Water Management Facilities by a Registered Professional Engineer licensed in the State of Maryland. These costs are part of the 2A base bid.

1.67 2A Contractor to furnish, install, maintain, relocate as necessary, and remove from site 11,000 lineal feet of 6'-0" high temporary chain-link construction fence with nine (9) sets of 20' wide double gate assemblies and three (3) 3' wide single man gate assemblies at locations as directed by Construction Manager. Phase 1 includes 5,000 linear feet of fence, three (3) double gates, and three (3) single gates. Phase 2 includes 2,500 linear feet of fence and three (3) double gates. Phase 3 includes 3,500 linear feet of fence and three (3) double gates. Fence shall be driven into the ground a minimum of 32" and post spacing shall be no greater than 10' on center. The intent of relocation is minor areas if necessary, in order to perform contract work in areas of conflict with fence location. It is not the intent to move sections of fence greater than 20' around the site. 2A contract will be subject to adjustment by change order at the unit price noted in the form of proposal, when final lineal footage of fence installed is determined.

1.68 2A Contractor must provide a safe access for Testing Agency, Owner, Consultants and Construction Manager to inspect or review work.

1.69 2A Contractor will furnish and install #57 stone to a depth of 30" under all exterior doorway sidewalks. #57 stone to extend the width of the opening and 3'-0" out from foundation wall.

1.70 2A Contractor to provide watering trucks as often as necessary, or as directed by the Construction Manager, to eliminate Construction Activity Dust Pollutants for the duration of the project. All water is to be imported to the site. If onsite water usage is permitted, Frederick County Public Schools reserves the right to charge for this water.

1.71 2A Contractor shall coordinate installation of all utilities so that no impediment to vehicles protrudes above the adjacent grade unless authorized by the Construction Manager. Temporary plates, caps or other means as necessary are to be utilized. Structures or riser pipes to have adjustment immediately prior to installation of finish surface that surrounds.

1.72 2A Contractor shall furnish and install all flag poles as required per the Contract Documents.

1.73 5A Contractor shall furnish and install all pipe guardrails and handrails as required by the contract documents. 2A Contractor will furnish, install and remove temporary safety rails on all site stairs and site retaining walls until the 5A Contractor installs the permanent rails. Any permanent fencing or specialty railings shown for the site retaining walls is by the 2A Contractor.

1.74 The 15A Contractor shall furnish and install the grease interceptor (grease trap) as indicated in the Contract Documents. 15A Contractor shall install connection from building to the grease trap and coordinate the outfall connection with the 2A Contractor. 15A Contractor is responsible for all permits, inspections, and final connections related to the grease interceptor. 15A Contractor shall install the grease trap in accordance with the latest requirements of the Authority Having Jurisdiction to include but not limited to all cleanouts, monitoring well and backflow preventer.

1.75 2A Contractor is required to video record all underground sanitary and storm lines installed under this package prior to final inspections and at substantial completion and/or as required by the Authority Having Jurisdiction. Upon completion of each recording, 2A Contractor shall submit a USB copy to the Construction Manager for review and comment. The 2A Contractor is responsible to make repairs that may be required based on review of the video recording.

1.76 2A Contractor shall furnish and connect a 70 KVA generator to the Construction Manager's trailer for a time period of six (6) months. This includes setup, connection to trailer electrical panel, fuel, maintenance for six (6) months and fencing around the generator. 2A Contractor shall include costs to relocate generator and fencing two (2) times to a location onsite as directed by the Construction Manager. 2A Contractor shall include a line item in the schedule of values for the items described. Total cost indicated in the schedule of values will be divided into six (6) monthly payments. 2A Contract will be subject to adjustment via change order upon termination of the use of the generator.

1.77 Contractor shall furnish, install, and maintain “No Trespassing” signs on all temporary construction fencing and gates. Signs shall be nominal 12" x 18", weatherproof material, professionally lettered, and securely wired to fencing at intervals of no greater than 100'.

1.78 2A Contractor is responsible to furnish and install all concrete and concrete accessories for the site school sign in accordance with the contract documents. 2A Contractor shall coordinate with the 4A, 5A, 6A & 16A Contractors for layout and required rough-ins prior to placement of concrete. 4A Contractor is responsible to furnish and install CMU, rebar, brick veneer, and cast stone cap for the site school sign. 5A Contractor is responsible for any steel, anchor bolts, or steel lintels required. 6A Contractor is responsible to furnish and install wood blocking, the LED Signage, and Cast Lettering as required by the contract documents. 7A Contractor shall furnish and install metal coping. 16A Contractor is responsible for all power and data rough-ins and final terminations.

1.79 2A Contractor shall furnish and install mailbox.

1.80 2A Contractor shall furnish, install and maintain safety fence around the perimeters of all the storm water management facilities until all associated work of the facility is complete.

1.81 2A Contractor shall furnish and install concrete sealer for the dumpster pads.

1.82 2A Contractor shall furnish and install 4” schedule 40 PVC sleeve under all paved areas for the new gas service. Installation is to be coordinated with Washington Gas as required.

1.83 The 2A, 15A, and 16A Contractors will coordinate installation of all site utilities as required. All utilities are to be shown on the respective contractor’s as-built drawings.

1.84 All site retaining walls require a building permit. 2A Contractor will be responsible for obtaining and closing out all building permits for the site retaining walls that are included in the 2A Contractor’s scope of work. All associated costs shall be included in the base bid.

1.85 2A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 2A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.86 2A Contractor is responsible for all work described on Contract Drawings PC.1A through PC.3A. 2A Contractor is required to utilize miscellaneous stone fill (stone dust) as fill within this area to achieve the required grades. Temporary parking area and asphalt sidewalk shall be four (4) inches of GAB with four (4) inches of hot-mixed asphalt superpave 12.5MM (PG.64-22, ESAL Level 3). 2A Contractor shall also furnish, install, and maintain a staging area for the Trade Contractors adjacent to the temporary parking area. Staging area shall tie into the SCE shown on the contract drawings in this area. Trade Contractors staging area will be 29,000 sqft. and will consist of 6” of compacted CR-6 placed on filter fabric. 2A Contractor is responsible to remove all asphalt, filter fabric, sediment controls, and temporary signage and grade the entire area for proper drainage as directed by the Construction Manager.

1.87 2A Contractor is responsible to install and maintain the paved asphalt access road as shown on the sediment and erosion control plans. Access road to be installed per detail 2 on drawing C-3E with the exception of the 2” surface coarse.

1.88 2A Contractor shall relocate designated play equipment on site in an area designated by Frederick County Public Schools. Installation of the designated play equipment shall be performed by a licensed playground installer and shall meet all code requirements.

1.89 2A Contractor shall furnish and install all stamped and/or colored concrete as indicated on the contract documents.

1.91 An adjustment will be made to the final 2A Contract Lump Sum if the price of asphalt binder fluctuates significantly from the prevailing price as quoted here to the actual price on the date of placement. The Contract Lump Sum will be adjusted if asphalt binder fluctuation is above 15% or below -15%. Only the differential percent change beyond the above noted 15% will be used.

1. Pb = 481.70, the prevailing index price of asphalt binder per ton in March 2020 as specified by the MD SHA.
2. For making these calculations, a monthly price index is maintained by the Maryland State Highway Administration. This index is the average F.O.B. selling price of asphalt binder at the Supplier's terminal in the State of Maryland. The prevailing index price specified by MD SHA for March 2020. Contract price adjustment will be computed monthly by using the following formula:

   i. F = (PP – Pb) / Pb
   ii. Where:
   iii. F = Price increase / decrease of asphalt binder, expressed as a decimal.
   iv. PP = Index price of asphalt binder per ton at placement date.
   v. Pb = The prevailing index price of asphalt binder per ton in January 2020 as specified by the MD SHA.
3. Contract price adjustment due Contractor or Owner when price of asphalt binder does not increase or decrease significantly (i.e., -0.15 > F > 0.15) :
   i. $0 (zero dollars).
4. Contract price adjustment due Contractor as a cost to Owner when price of asphalt binder increases significantly (i.e., > 0.15) :
   i. A = [(F – 0.15) x T x PB] x Tons.
5. Contract price adjustment due Owner as a credit to Contractor when price of asphalt binder decreases significantly (i.e., F < -0.15):
   i. A = [(F + 0.15) x T x PB] x Tons.
6. Where:
   i. A = Addition / deduction to Contract Lump Sum.
   ii. F = Price increase / decrease of asphalt binder, expressed as a decimal.
   iii. T = Design target asphalt content as stated in the Asphalt Manufacturer's mix design submission for base or surface course, expressed as a decimal.
   iv. Pb = 481.70 , the prevailing index price of asphalt binder per ton in March 2020 as specified by the MD SHA.
   v. Tons = Actual tonnage of hot-mix asphalt base or surface (base and surface mix cost increase / decrease will be calculated separately using the design target asphalt contents for each per "T" above, as documented by certified, dated, weighted tickets furnished by the Asphalt Manufacturer.

Contract Package 3A
Concrete

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Concrete in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 3A Contractor shall furnish and install all building concrete work required by the Contract Documents, including but not limited to, foundation concrete, foundation drains, drain tile (including drainage board, stone, filter paper) reinforcing steel, concrete form work, cast-in-place water stops, shoring, concrete control, isolation, expansion and construction joints (including slip dowels), all damp proofing and waterproofing of all walls or slabs scheduled, including CMU, foundations, piers and slabs, and of all masonry walls as shown or required unless specifically assigned to others. Concrete finishing, concrete sealing, concrete staining, curing agents, moisture barriers, joint sealants, vapor barriers, concrete accessories, and all incidental items are part of the 3A Package as required by the Contract Documents unless specifically assigned to another contract package.

1.02 3A Contractor shall furnish and install all cast-in-place concrete, concrete fill, moisture barriers, insulation under the slab, and stone aggregate subbase under cast-in-place concrete as required by the Contract Documents. Concrete and grout fill in masonry walls will be provided by the 4A Masonry Contractor.

1.03 The 3A Contractor shall maintain foundations free of water, mud, etc. until backfilling operations are complete. The 3A Contractor shall be responsible for backfilling to subgrade and compacting of interior and exterior building foundation walls. If material excavated exceeds the optimum moisture content, the 3A Contractor shall dry the material prior to reuse and/or stockpile and spread for reuse in another area. If drying cannot be achieved in order to meet the project schedule and/or the soil classification, the 3A Contractor shall stockpile material for removal and disposal offsite by the 2A Contractor. 3A Contractor will be responsible to import approved suitable material for backfill and fine grading as part of base bid cost. The 3A Contractor shall be responsible for all fine grading required to perform all concrete work in this Contract Package.

1.04 3A Contractor will perform remedial slab work as necessary to provide a suitable substrate for finished flooring as specified in Division 03. 3A Contractor must utilize curing compounds, which are compatible with proposed finish flooring. If not, the 3A Contractor must remediate slab as necessary to accept finished flooring.

1.05 3A Contractor will perform anchor bolt surveys (performed by independent licensed surveyor and per building section) two (2) weeks prior to 5A Contractor's mobilization in compliance with OSHA requirements. Any re-surveying to verify correction of the bolt locations as required, will be at 3A Contractor's expense.

1.06 Masonry rebar shall be furnished by the 4A Contractor and installed by the 4A Contractor unless specifically assigned to another contract package. All other masonry joint reinforcement shall be furnished and installed by the 4A Contractor. This includes any loose anchor, which connects to steel receptor as furnished by the 5A Contractor. The 3A Contractor shall furnish and install all rebar which is embedded in concrete. Rebar that is embedded in concrete that is required to be installed in the masonry prior to encasement in concrete shall be furnished by the 3A Contractor and installed by the 4A Contractor.

1.07 3A Contractor shall furnish & install concrete (2'x2'x2') under the gym slab at all gym equipment sleeve locations.

1.08 Any areas scheduled for sealed and/or stained concrete will be sealed and/or stained by the 3A Contractor. 3A Contractor shall apply two (2) coats of sealer immediately after concrete is cured and in accordance with the manufacturer's installation instructions. One (1) additional coat shall be applied just prior to substantial completion as directed by the Construction Manager. This applies to concrete installed by the 3A Contractor.

1.09 3A Contractor shall furnish and install all concrete on metal and roof decks as may be required by the Contract Documents. Form all openings through decks and slabs as shown on the drawings and as required by others. Layout will be performed by the Contractor for which the opening is being formed.

1.10 3A Contractor shall furnish and install all masonry dovetail anchors as required by the Contract Documents. Furnish and install grout as required including under base and leveling plates, and elevator door sills.

1.11 3A Contractor shall install only all anchor bolts, base plates, leveling plates, bearing plates, inserts, sleeves, edge plates, edge angles, expansion joint cover assemblies embedded in concrete and/or block out concrete as necessary, clips, reglets, stair nosings and all other concrete embedded items required by the Contract Documents.

1.12 3A Contractor shall furnish and install all reinforcing steel, wire mesh, supports, and accessories as required by the Contract Documents for the work of this package. Contractor shall be required to submit reinforcing shop drawings within fifteen (15) days of award of Contract or Letter of Intent to award whichever is issued first.

1.13 3A Contractor shall coordinate with Mechanical and Electrical Contractors to ensure all rough-ins are complete prior to slab, deck, and wall pours. Coordinate with the Construction Manager regarding scheduling of all concrete pours. Submit each week to the Construction Manager, in writing, a two (2) week pour schedule for coordination with other trades.

1.14 3A Contractor will caulk or install filler or sealant (including epoxy) work as required. This includes but is not limited to interior/exterior slab joints for work of this package.

1.15 The Owner will furnish Testing Agency services. Contractor shall provide a curing box with heat or ice, whichever is appropriate for the weather conditions, for use by the Testing Agency. Contractor shall immediately submit all concrete delivery tickets and proportion certificates to the Testing Agency at time of delivery.

1.16 3A Contractor shall furnish and install all stone fill, pea gravel, gravel, and related work, including excavation and subbase materials as required by the Contract Documents.

1.17 3A Contractor will provide adequate block out in slab for installation of floor troughs, walk off mats, sinks, drains and freezer/refrigerator box (es) area which will be installed at a date after slab pour. Once troughs, sinks, drains and freezer /refrigerator box (es) are set, 3A will infill as necessary. 3A is required to furnish, install, and maintain all MOSH compliant covers at all blocked out areas until concrete infill is complete.

1.18 This package does not include the curb and gutter if on the site drawings.

1.19 The 2A Contractor shall leave the building pad to an elevation of 409.17 Areas within the Building requiring differing grade(s) shall be filled or cut by the 3A Contractor. Any fill within the building pad area shall be miscellaneous stone (stone dust). All excess spoil related to 3A work shall be stockpiled as directed by the Construction Manager and legally disposed as part of 2A package.

1.20 3A Contractor shall protect threaded embedded items to prevent bending, deformation, and corrosion. Contractor shall repair or restore all damaged bolts prior to commencement of steel erection.

1.21 3A Contractor will provide all concrete locker bases, including embedded treated wood sleepers as required by the contract documents. The 3A Contractor shall coordinate layout of the locker bases with the 6A Contractor as required.

1.22 3A Contractor will be responsible for all winter concrete and hot weather concrete costs, charges, and provisions, including but not limited to, all tenting and temporary and heating measures required to meet the project specifications and schedule.

1.23 3A Contractor is required to perform snow removal for slab on grade, elevated decks and roof decks as required to maintain the project schedule and/or as directed by the Construction Manager. All costs are to be included in base bid.

1.24 3A Contractor shall provide all concrete housekeeping pads, concrete stairs or ramps, equipment bases, concrete curbs, tank pads, pump pads, inertia bases, and roof top unit bases within the School Building as

required by the drawings including 6A, 15A or 16A interior or roof top pads. Layout will be provided by the 6A, 15A or 16A Contractors as required.

1.25 3A Contractor shall furnish and install any interior chain-link fence if required.

1.26 3A Contractor shall receive, unload, inventory, sign for and accept all embedded items furnished by other Contractors for installation by this Contractor. The 3A Contractor shall properly store and protect items furnished by others. The 3A Contractor shall provide copies of the receipts for the Construction Manager.

1.27 3A Contractor shall provide concrete in-fills at steel stair treads and landings. 3A Contractor will furnish and install stair nosings for interior stairs if required by the contract documents.

1.28 The 2A Contractor shall install exterior removable and non-removable bollards with associated concrete, and any other accessory required. Removable and non-removable bollards will be furnished by the 5A Contractor.

1.29 2A Contractor shall furnish and install all Site concrete. This includes sidewalks, concrete footings and slabs at the Generator Enclosure, Transformer Enclosure, Dumpster enclosure, exterior site retaining walls, and concrete stairs outside of the building. 2A Contractor shall furnish and install footings for all playground equipment, mow tables at building perimeter and fences, the perimeter curb at playgrounds, curb and gutter, exterior stair nosings and caulking as necessary. Expansion joints shall be capped with 2" deep preformed strips to be removed immediately prior to caulk. All exterior equipment pads for 15A and 16A equipment will be the responsibility of the 15A and 16A Contractors. Heavy-duty concrete paving at the loading dock is by 2A Contractor. Transformer and Generator equipment pads will be furnished and installed by the 16A Contractor. Footings for canopies that attach to the building are by 3A Contractor. Any other footings for site walls are part of the 2A Contractor's scope. Masonry for site walls, Generator Enclosure, and Dumpster enclosure is by 4A Contractor. 7A Contractor is responsible to furnish and install metal coping for the Generator, Transformer, and Dumpster Enclosures. 4A Contractor shall furnish and install rebar for masonry walls at the Generator Enclosure Transfer Enclosure, and Dumpster enclosure.

1.30 3A Contractor will be responsible to re-grade and compact subgrade when disturbed by their work. If subgrade is made unsuitable by this work, the 3A Contractor will undercut and replace at no-cost change.

1.31 3A Contractor shall furnish, install, and maintain MOSH/OSHA compliant covers at all blocked out slab locations until infilled with concrete. Where steel columns are to be erected, the MOSH/OSHA compliant covers shall be removed and reinstalled by the 3A Contractor after columns are installed or as directed by the Construction Manager.

1.32 3A Contractor to cap rebar in MOSH/OSHA compliant manner. If dowels are in a concrete wall, the 3A Contractor shall maintain caps for duration of exposure. Dowels in CMU/grouted walls shall be capped by the 3A Contractor and maintained by the 4A Contractor as soon as initial CMU is installed.

1.33 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.34 3A Contractor will assist the 6A Contractor in installing any built-in place expansion joints and accessories provided by the 6A Contractor.

1.35 3A Contractor shall layout and maintain the four (4) inside corners of the elevator shaft for coordination with the 6A and 15A Contractors.

1.36 15A and 16A Contractors shall be required to furnish layout for all concrete pads related to the work in this package, including concrete housekeeping pads, equipment bases, tank pads, roof top units, block-outs and all other mechanical and electrical equipment requiring concrete pads.

1.37 3A Contractor shall be responsible for all shoring if required for concrete placement at elevated slabs. 3A Contractor shall submit shoring plans for approval as required by the Contract Documents.

1.38 4A Contractor shall be responsible for Specification Section 07 1400 in its entirety, including the related insulation specified in Specification Section 07 2100.

1.39 4A Contractor shall furnish and install all sheet applied air & weather resistive barriers, fluid applied air & weather resistive barriers, and all associated accessories, in accordance with the specification section 07 2500 and the contract drawings. 4A Contractor shall furnish and install all thermal insulation and associated accessories in accordance with specification 07 2100 and the contract documents.

1.40 3A Contractor shall be responsible to submit concrete shop drawings for coordination and approval of control joint locations and slab depressions. 3A Contractor shall coordinate with the 6A, 9B, 9C, and 11A Contractors for depth and locations of slab depressions as required for their work and as required by the contract documents. The 6A, 9B, 9C, and 11A Contractors shall be responsible for any infill material required in the depressed slab areas to obtain the finished floor elevations. 3A Contractor will furnish and install all sheeting and shoring as required for work of this package.

1.41 3A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 3A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.42 3A Contractor shall be required to perform all work described in Specification Section 31 3116 – Termite Control.

1.43 If material excavated exceeds the optimum moisture content, the 3A Contractor shall dry the material prior to reuse and/or stockpile and spread for reuse in another area. If drying cannot be achieved in order to meet the project schedule and/or the soil classification, the 3A Contractor shall stockpile onsite and replace with suitable material as part of the base bid cost. In the event the material excavated to design subgrade elevation is found to be unsuitable, the 3A Contractor shall excavate, stockpile onsite, and replace with suitable material under the direction of the Soils Engineer.

1.44 9B, 9C, 9D, and 11A Contractors are required to field check and survey the concrete slab within seven (7) days of it being poured to determine if the concrete is acceptable for installation of flooring. 9B, 9C, 9D, and 11A Contractors shall submit copy of the floor survey to the Construction Manager within ten (10) days of the date of the survey. Construction Manager will provide the survey information to the 3A Contractor for remedial work to be performed. 9B, 9C, 9D, and 11A Contractors shall return to the job site to verify corrective measures have been completed by the 3A Contractor four (4) weeks prior to commencing flooring installations. Failure to comply with this requirement will result in the 9B, 9C, 9D, and 11A Contractors acceptance of the concrete by default and responsibility for any slab corrections. 9B, 9C, 9D, and 11A Contractors will provide whatever measures are necessary to prepare concrete slab to accept flooring in any area where the concrete is twenty-eight (28) days or older. This is separate from and in addition to any repairs made by the 3A Contractor resulting from the survey. The 3A Contractor is obligated to finish slabs in compliance with Specification Division 3. In the event the concrete slab must be flatter or modified in any way more precise than what is specified in Division 03, the 9B, 9C, 9D, and 11A Contractors will be responsible for any of those leveling or patching provisions.

1.45 3A Contractor is responsible for undercut of all column and wall footings and the furnish and installation of #57 stone in accordance with the Contract Documents.

Contract Package 4A
Masonry

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Masonry Work in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 4A Contractor shall furnish and install all masonry work required by the Contract Documents, including, but not limited to, all brick, block, building stone, stone masonry, structural glazed tile, glazed block, glazed brick, glass block, cornerstones, date stone, mortar, masonry fill, parging, mortar washes, masonry reinforcement, masonry lintels, loose masonry anchors, cavity insulation, insulation infill cells at bond beams, thru wall flashing, cavity flashing, Architectural precast concrete, pre-molded control joint strips, cast stone, decorative CMU, faceted CMU and acoustical glazed tile.

1.02 4A Contractor shall install only all anchor bolts, base plates, leveling plates, bearing plates, inserts, sleeves, angles, clips, reglets, steel lintels, and all other masonry embedded items required by the Contract Documents.

1.03 4A Contractor shall install all built-in or embedded flashing and through wall flashing as required by the Contract Documents. 7A Contractor will furnish only and only solder joints of stainless-steel flashings as required. Masonry will be left out at each flashing joint until inspected and authorized by the Construction Manager to be enclosed.

1.04 4A Contractor shall coordinate with all other trades regarding built-in and embedded items required by the Contract Documents.

1.05 4A Contractor shall perform his own layout.

1.06 4A Contractor shall furnish and install all masonry reinforcing steel. The 4A Contractor shall provide all concrete and grout fill of masonry construction. The 4A Contractor shall be required to submit steel reinforcing shop drawings within fifteen (15) days of Notice of Award.

1.07 Masonry rebar shall be furnished by the 4A Contractor and installed by the 4A Contractor unless specifically assigned to another contract package. All other masonry joint reinforcement shall be furnished and installed by the 4A Contractor. This includes any loose anchor, which connects to steel receptor as furnished by the 5A Contractor. The 3A Contractor shall furnish and install all rebar which is embedded in concrete. Rebar that is embedded in concrete that is required to be installed in the masonry prior to encasement in concrete shall be furnished by the 3A Contractor and installed by the 4A Contractor.

1.08 4A Contractor shall install access doors in masonry, which shall be supplied by others.

1.09 4A Contractor shall clean and dewater footings and slabs as necessary to perform work.

1.10 4A Contractors will install control and expansion joints in masonry walls.

1.11 4A Contractor will furnish and install all neoprene and/or compressing insulating isolation strips where indicated.

1.12 As necessary, 4A Contractor will certify anchor bolt and/or bearing plate locations/elevations two (2) weeks prior to 5A mobilization in compliance with OSHA requirements at 4A walls and piers.

1.13 4A Contractor will furnish and install felt or isolation provision at steel/masonry interface as required.

1.14 4A Contractor shall be responsible for coordinating his material deliveries, provide hoist equipment with operators, enclosures and heat, cold weather protection, scaffolding, and related items needed for work to proceed expeditiously, and without interruption. The 4A Contractor shall not rely on any temporary heat provided by others to perform the work included in this Contract Package.

1.15 The 5A Contractor is responsible for furnishing and installing any masonry tie or rebar, which is welded, bolted or attached to steel. All loose anchors, which attach to anchors on steel, are to be furnished and installed by the 4A Contractor.

1.16 4A Contractor will furnish and install masonry ties and 2-gauge metal framing/GWB assemblies. The 4A Contractor shall furnish and attach separate anchor to tie and install masonry.

1.17 4A Contractor and 9A Contractor shall receive, unload, inventory and accept by signature of delivery ticket, and properly store all embedded items furnished by others for installation under the 4A and 9A Contract Packages. Any embed items shipped in bulk that cannot be verified or inventoried, shall be the responsibility of the providing contractor until all items are installed. The 4A and 9A Contractors shall provide copies of all signed delivery tickets to the Construction Manager.

1.18 4A Contractor shall restore and repair damage to grades, utilities, and temporary roads caused by his work. The 4A Contractor must maintain temporary roads on a daily basis. If temporary roads are damaged by the 4A Contractor, then they must provide additional stone/filter cloth as directed by the Construction Manager as part of base bid cost.

1.19 4A Contractor shall be responsible for all protection, including bracing, of his work.

1.20 4A Contractor will provide 5/8" plywood over 2” Styrofoam roof protection while working on the roof.

1.21 4A Contractor will assist 6A Contractor in installing any built-in place expansion joints accessories provided by the 6A Contractor.

1.22 4A Contractor shall acknowledge and accept hollow metal frames as being set plumb, level, square, and true to line by the 6A Contractor prior to installing masonry at frames. The 4A Contractor will notify the Construction Manager if frames are not set and properly braced as described. Installation of masonry on frames shall constitute acceptance. The 4A Contractor will be responsible for maintaining hollow metal frames until the frame is completely enclosed in masonry. The 4A Contractor will include in the base bid price costs to tooth, provide additional lintels, and infill CMU with grout or CMU and in door frames after frame is set. This cost shall include five (5) single frame and five (5) double frame openings.

1.23 Where the Contract Documents allow an option to use either precast lightweight concrete masonry lintels or steel angles over openings in interior non-bearing masonry partitions, the 4A Contractor shall provide necessary lintels, with the exception of those required to be furnished by the 15A Contractor.

1.24 4A Contractor shall fill deck flutes at all full height masonry walls. If CMU wall terminates under beam, 4A shall be responsible for non-combustible material above/below beam. In the event masonry stops at the bottom of steel and the area above the steel requires caulk, insulation, fire stopping, or fire caulk, the 4A Contractor will perform this work as part of base bid cost.

1.25 4A Contractor will furnish and install all primer, backer rod, caulking at exterior and interior masonry joints as required. This includes, but is not limited to soft joints, control joints, expansion joints and precast coping. The 4A Contractor will caulk any area where masonry is adjacent to a dissimilar material. This includes at joints at steel columns.

1.26 4A Contractor will include cost in base bid price to fill CMU solid at twenty (20) locations for solid anchorage by others. Locations to be determined by other trade Contractors as needed and will be coordinated between the Construction Manager and the 4A Contractor. The pricing is intended to represent cost while 4A Contractor is working on wall, not to return to area or patch after wall is complete.

1.27 4A Contractor to furnish and install all firestopping per Specification Section 07 8400 at all 4A installed work. All beam or joist penetrations perpendicular to walls (i.e., bottoms and sides of joist or beams, voids between masonry walls and joist, beam and deck shall comply with contract documents). The 4A Contractor is responsible to install masonry with clearances not to exceed as specified.

1.28 4A Contractor will tooth out elevator frame openings as necessary and provide additional CMU lintels to support wall a minimum of 8" above head of elevator frame. Once frame is installed, the 4A Contractor will supply and install lintels and CMU infill as required.

1.29 4A Contractor will be responsible to re-grade and compact subgrade when disturbed by 4A work. If subgrade is made unsuitable by this work, 4A will undercut and replace at no-cost change.

1.30 4A Contractor shall keep the tops of all masonry walls covered in a waterproof manner at all times except for the area actually being worked on.

1.31 4A Contractor shall leave the work area in an acceptably clean condition daily. Should the Contractor's cleanup be unsatisfactory, the Construction Manager shall perform the work at the Contractor's expense.

1.32 3A Contractor to cap rebar in MOSH/OSHA compliant manner. If dowels are in a concrete wall, the 3A Contractor shall maintain caps for duration of exposure. Dowels in CMU/grouted walls shall be capped by the 3A Contractor and maintained by the 4A Contractor as soon as initial CMU is installed.

1.33 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.34 4A Contractor must install hung plate assembly lintels within ¼" each side of rough opening to insure minimal gap between masonry and steel. The 4A Contractor is responsible to center the lintel in the opening and caulk gaps between steel/masonry as required.

1.35 4A Contractor shall coordinate with the 7A Contractor with installation, compatibility of 4A-supplied flashings, and 7A-supplied flashings.

1.36 Any lintel in a firewall must be precast or a bond beam if approved by the Structural Engineer. Steel lintels are unacceptable. The 4A Contractor will provide as part of base bid cost. This includes openings for the 15A Contractors penetrations at firewalls. 15A Contractor shall provide steel lintels for all duct and pipe penetrations in accordance with the lintel schedule provided on the structural drawings.

1.37 6A Contractor shall furnish, install, maintain and remove all safety rails and toe boards at all floors, roof, expansion joints, stairs, slab penetrations, pits, deck edges, and openings. The 6A Contractor must also provide six (6) 8'-0" wide (4'x4' gates) for Trade access at perimeter of building. These will be located as directed by the Construction Manager. Any patching if required to the structure due to installation is by the 6A Contractor with exception of masonry infill. Rails must be wood and in compliance with MOSH/OSHA standards. Wood rails are in addition to the cable guardrails installed by the 5A Contractor.

1.38 Lintels noted as CMU or concrete shall be furnished and installed by the 4A Contractor. This includes, but is not limited to, form work, rebar, shoring, concrete, and all incidentals as required.

1.39 4A Contractor shall be responsible to perform point-up of masonry when directed by the Construction Manager. 4A Contractor shall provide sufficient lighting to properly inspect the masonry work before and after the block-fill coat of paint, and to perform all necessary point-up. The Architect and Construction Manager will also inspect masonry point-up before and after the block-fill coat of paint. Lighting provided under the 4A Contract Package shall be in addition to the minimum lighting requirements of the 16A Contractor.

1.40 15A Contractor will supply splash block or rip rap for roof overflow drains if required. 15A Contractor will furnish and install architectural roof overflow scuppers and associated caulk. 15A Contractor shall coordinate installation with the 4A, 7A, 8A, and 9A Contractors as required.

1.41 4A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 4A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.42 2A Contractor shall furnish and install all Site concrete. This includes sidewalks, concrete footings and slabs at the Generator Enclosure, Transformer Enclosure, Dumpster enclosure, exterior site retaining walls, and concrete stairs outside of the building. 2A Contractor shall furnish and install footings for all playground equipment, mow tables at building perimeter and fences, the perimeter curb at playgrounds, curb and gutter, exterior stair nosings and caulking as necessary. Expansion joints shall be capped with 2" deep preformed strips to be removed immediately prior to caulk. All exterior equipment pads for 15A and 16A equipment will be the responsibility of the 15A and 16A Contractors. Heavy-duty concrete paving at the loading dock is by 2A Contractor. Transformer and Generator equipment pads will be furnished and installed by the 16A

Contractor. Footings for canopies that attach to the building are by 3A Contractor. Any other footings for site walls are part of the 2A Contractor's scope. Masonry for site walls, Generator Enclosure, and Dumpster enclosure is by 4A Contractor. 7A Contractor is responsible to furnish and install metal coping for the Generator, Transformer, and Dumpster Enclosures. 4A Contractor shall furnish and install rebar for masonry walls at the Generator Enclosure Transfer Enclosure, and Dumpster enclosure.

1.43 4A Contractor shall be responsible for Specification Section 07 1400 in its entirety, including the related insulation specified in Specification Section 07 2100.

1.44 4A Contractor shall furnish and install all sheet applied air & weather resistive barriers, fluid applied air & weather resistive barriers, and all associated accessories, in accordance with the specification section 07 2500 and the contract drawings. 4A Contractor shall furnish and install all thermal insulation and associated accessories in accordance with specification 07 2100 and the contract documents.

1.45 9E Contractor to provide color coded stenciling of all CMU and gypsum rated walls as required by the Contract Documents and as directed by the Construction Manager.

1.46 2A Contractor is responsible to furnish and install all concrete and concrete accessories for the site school sign in accordance with the contract documents. 2A Contractor shall coordinate with the 4A, 5A, 6A & 16A Contractors for layout and required rough-ins prior to placement of concrete. 4A Contractor is responsible to furnish and install CMU, rebar, brick veneer, and cast stone cap for the site school sign. 5A Contractor is responsible for any steel, anchor bolts, or steel lintels required. 6A Contractor is responsible to furnish and install wood blocking, the LED Signage, and Cast Lettering as required by the contract documents. 7A Contractor shall furnish and install metal coping. 16A Contractor is responsible for all power and data rough-ins and final terminations.

1.47 4A Contractor shall furnish, install, and maintain protection for finished masonry from existing grade to 4' high around the entire perimeter of the building until final landscaping is in place or as directed by the Construction Manager. Protection shall be no less than 4 mil plastic sheeting mechanically fastened at the 4' elevation and be properly secured to the finished grade. 4A Contractor shall repoint mortar joints after protection is removed if required.

1.48 5A Contractor shall furnish all steel relieving, sill, jamb, parapet angles, as shown on the contract documents. 5A Contractor shall furnish all required fasteners for all relieving, steel sill, jamb, and parapet angles. Relieving, sill, jamb and parapet angles fastened to CMU or concrete will be installed by the 4A Contractor. Relieving, sill, jamb and parapet angles fastened to metal framing or steel shall be installed by the 9A Contractor. Any welding, if required by the Contract Documents, of relieving, sill, jamb or parapet angles shall be completed by the 5A Contractor. This direction supersedes any other references in the contract documents.

1.49 5A Contractor shall furnish and install all structural and miscellaneous steel for the entrance canopies. 6A Contractor shall install all wood blocking. 7A Contractor shall furnish and install the single ply roofing system, metal soffit panels, gutters, downspouts and miscellaneous trim and all required accessories. 8A Contractor shall furnish and install metal composite panels and all associated accessories. 9A Contractor shall furnish and install all metal framing, composite metal framing support system, sheathing, mineral wool, and all associated accessories.

Contract Package 5A
Structural Steel

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of all Steel Work in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 5A Contractor shall furnish and install all interior and exterior structural steel, steel joists, metal decking, acoustical roof deck, accessories, entry canopies, walkway covers, miscellaneous metal fabrications, steel stairs, railings, and steel column covers. Sixteen (16) gauge or lighter column covers will be the responsibility of 9A Contractor if required by the Contract Documents.

1.02 5A Contractor shall furnish only all anchor bolts for work under this package, leveling plates, bearing plates, straps, ties, and all other embedded steel items required by the Contract Documents for work under this package. 5A Contractor shall present delivery ticket to the installing Contractor, for acknowledgment of receipt of materials at time of delivery. Any embed items shipped in bulk that cannot be verified or inventoried shall be the responsibility of the 5A Contractor until all items are installed.

1.03 4A Contractor and 9A Contractor shall receive, unload, inventory and accept by signature of delivery ticket, and properly store all embedded items furnished by others for installation under the 4A and 9A Contract Packages. Any embed items shipped in bulk that cannot be verified or inventoried, shall be the responsibility of the providing contractor until all items are installed. The 4A and 9A Contractors shall provide copies of all signed delivery tickets to the Construction Manager.

1.04 5A Contractor shall furnish only all fabricated lintels and required loose steel lintels, which will be installed by the 4A Contractor. Steel lintels for ductwork and dampers will be provided by the 15A Contractor.

1.05 5A Contractor is responsible for furnishing and installing any masonry tie and rebar, which is welded, bolted or attached to steel. All loose anchors, which attach to anchors on steel, are to be furnished and installed by the 4A Contractor.

1.06 5A Contractor shall furnish and install epoxy and/or expansion bolts as necessary.

1.07 5A Contractor shall coordinate with 6A Contractor for Folding Panel Partitions and 11B Contractor for Athletic Equipment Contractors to provide required anchorages and braces. The 5A Contractor shall coordinate with the appropriate Contractors to provide required templates.

1.08 5A Contractor shall coordinate with all Contractors to provide all steel framing, supports, openings, sleeves, and bracing required by the Contract Documents.

1.09 5A Contractor shall, for work of this package, core drill for all railing and post sleeves if in concrete or masonry.

1.10 5A Contractor will provide caulk or trim strips as necessary to provide a tight closure between all stair stringers and walls.

1.11 Site access will only be provided per Contract Package descriptions. Crane size and material deliveries must be coordinated accordingly. In the event the 5A Contractor finds the storage area/access inadequate, 5A Contractor shall bear all cost to modify to their satisfaction as part of base bid cost to comply with MOSH/OSHA requirements. All crane access locations are to be coordinated and approved by the Construction Manager.

1.12 5A Contractor shall furnish and install all miscellaneous metal fabrications, interior and exterior.

1.13 5A Contractor shall provide all steel angle fasteners that are required.

1.14 5A Contractor shall immediately furnish and install MOSH compliant temporary handrails at all steel pan stairs. Handrails shall be maintained for the duration of the project and removed by the 5A Contractor at the direction of the Construction Manager. 5A Contractor to furnish, install and maintain perimeter cables and

toe boards in compliance with MOSH/OSHA requirements at all openings thru the deck and at the perimeter of the building and roof. These shall be removed by the 5A Contractor as directed by the Construction Manager. The 5A Contractor shall remove temporary guardrails supports at least ¼" below the finish concrete elevation for patching of concrete by the 9D Contractor.

1.15 All exposed steel must be of a finished quality, without defects or numbering. For marking of steel, use only markers that will not bleed through paint. 5A Contractor shall be responsible to correct non-complaint work.

1.16 5A Contractor shall furnish and install canopy roof support complete including rods, angles, deck, bent plate, turnbuckles, etc. unless specifically assigned by others. This does not include gutter or downspouts which are 7A and 15A Contractors work.

1.17 Field weld clips for parapets, fascias, and soffits to ensure a plumb and straight installation.

1.18 Owner will provide Testing Agency services. Shop inspection is by Owner's Testing Agency.

1.19 5A Contractor will paint all welds including, but not limited to, joist, beam, column, and deck. 5A Contractor will install bitumastic paint on columns if required.

1.20 5A Contractor will coordinate joist, joist bracing and beam layout with electrical, mechanical, gym equipment, folding partition, and stage equipment Contractors and shift layout as necessary at no-cost change prior to fabrication and delivery onsite. Joist bracing shall also be coordinated as necessary prior to final installation.

1.21 5A Contractor will furnish and install all permanent bracing of masonry walls as required.

1.22 5A Contractor will furnish and install angle frame and grate at elevator sump pit capable of supporting three hundred (300 lbs.) pounds. Contractor will furnish and install the elevator pit ladder, including all accessories and sill angle indicated on the contract documents.

1.23 5A Contractor shall furnish and install preformed metal deck closure.

1.24 5A Contractor will not be responsible for miscellaneous steel support, curbs, rods, or hangers, which are not referenced on the Contract drawings or specs. The 5A Contractor is responsible for all floor penetration or roof penetration frames and bracing and all other steel as described in the Contract Documents.

1.25 5A Contractor is responsible to weld any lintels, beams, columns, or any other steel provided by 5A to embed plates set by others. 5A Contractor shall be responsible for welding any x-bracing at 9A installed shear walls. 5A Contractor shall coordinate with 9A Contractor for welding requirements.

1.26 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.27 5A Contractor will provide 5/8" plywood over 2" Styrofoam roof protection while working on the roof.

1.28 5A Contractor must fabricate hung plate assembly lintels within ¼" each side of rough opening to insure minimal gap between masonry and steel. The 4A Contractor is responsible to center the lintel in the opening.

1.29 Owner to retain Testing Agency and pay costs as part of base bid for field and shop inspections of all work under 5A Contractors scope. Reports are to be submitted to:

A. Frederick County Public Schools
B. Construction Manager
C. Architect
D. Structural Engineer
E. Applicable Frederick County/City Authorities

1.30 15A Contractor will furnish and install metal downspout boots per specifications where required.

1.31 5A Contractor shall coordinate layout of any blocking or provisions as necessary at GWB areas to support rails. The 5A Contractor will be responsible for all costs for blocking not coordinated or installed prior to wall close-ins.

1.32 5A Contractor shall furnish and install exterior gates and fencing unless specifically assigned to another contract package. 5A Contractor shall furnish and install all site railings as required by the Contract Documents.

1.33 5A Contractor shall furnish and install all pipe guardrails and handrails as required by the contract documents. 2A Contractor will furnish, install and remove temporary safety rails on all site stairs and site retaining walls until the 5A Contractor installs the permanent rails. Any permanent fencing or specialty railings shown for the site retaining walls is by the 2A Contractor.

1.34 2A Contractor shall install exterior removable and non-removable bollards with associated concrete and any other accessory required. Removable and non-removable bollards will be furnished by the 5A Contractor.

1.35 The 5A, 6A, 9A, 15A, and 16A Contractors will develop and coordinate ceiling drawings in layers utilizing the Owner's CADD Operator. 5A Contractor will provide detailed drawings to commence the coordination process. 9A Contractor will establish ceiling grid layout with any special panels noted. 9A Contractor will also locate in plan all other ceiling mounted items by trades other than 15A and 16A (i.e., projection screens, cubicle curtains, folding partitions, etc.). 16A will provide light layout on 9A Contractor's drawing, which includes height of light above finished ceiling and any clearance requirements. 16A Contractor will show route of major conduits and cabling in plan and elevation, as well as exit signs, fire alarm devices, speakers, security devices or any other 16A ceiling mounted item. 15A Contractor will show ductwork, plumbing/HVAC piping, refrigeration piping, VRF equipment, ceiling mounted equipment, and sprinkler piping. 15A and 16A Contractors will also provide all required coordination information for all mechanical rooms. Owner will employ CADD operator and pay all costs to generate drawings and subsequent revisions. All contractors are required to participate and attend coordination meetings with the Owner's CADD Operator. All contractors are required to have a line item on their Schedule of Values for the value of this work.

1.36 5A Contractor shall furnish all steel relieving, sill, jamb, parapet angles, as shown on the contract documents. 5A Contractor shall furnish all required fasteners for all relieving angles, sill, jamb, parapet angles, and bent plates. Sill, jamb, and parapet angles fastened to CMU or concrete will be installed by the 4A Contractor. Relieving angles and bent plates are to be furnished and installed by the 5A Contractor. Sill, jamb, and parapet angles fastened to metal framing shall be installed by the 9A Contractor. Any welding, if required by the Contract Documents or by Specific Delegated Design by the 5A Contractor, of relieving angles, sill, jamb, parapet angles, and bent plates shall be completed by the 5A Contractor.

1.37 2A Contractor is responsible to furnish and install all concrete and concrete accessories for the site school sign in accordance with the contract documents. 2A Contractor shall coordinate with the 4A, 5A, 6A & 16A Contractors for layout and required rough-ins prior to placement of concrete. 4A Contractor is responsible to furnish and install CMU, rebar, brick veneer, and cast stone cap for the site school sign. 5A Contractor is responsible for any steel, anchor bolts, or steel lintels required. 6A Contractor is responsible to furnish and install wood blocking, the LED Signage, and Cast Lettering as required by the contract documents. 7A Contractor shall furnish and install metal coping. 16A Contractor is responsible for all power and data rough-ins and final terminations.

1.38 5A Contractor shall furnish and install all structural and miscellaneous steel for the entrance canopies. 6A Contractor shall install all wood blocking. 7A Contractor shall furnish and install the single ply roofing system, metal soffit panels, gutters, downspouts and miscellaneous trim and all required accessories. 8A Contractor shall furnish and install metal composite panels and all associated accessories. 9A Contractor shall furnish and install all metal framing, composite metal framing support system, sheathing, mineral wool, and all associated accessories.

1.39 Masonry rebar shall be furnished by the 4A Contractor and installed by the 4A Contractor unless specifically assigned to another contract package. All other masonry joint reinforcement shall be furnished and installed by the 4A Contractor. This includes any loose anchor, which connects to steel receptor as furnished by the 5A Contractor. The 3A Contractor shall furnish and install all rebar which is embedded in concrete. Rebar that is embedded in concrete that is required to be installed in the masonry prior to encasement in concrete shall be furnished by the 3A Contractor and installed by the 4A Contractor.

1.40 5A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 800-hours total to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of

daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 5A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.41 11A and 15A Contractors are responsible to furnish roof curbs for their equipment. 11A and 15A Contractors shall provide layout of roof curbs on roof for 6A to install wood blocking. If curb location requires support framing by 5A, the 11A and 15A Contractors shall provide the size and location of the framing within 60 days of contractor award. If frame location(s) are not coordinated with the 5A Contractor, the 11A and 15A Contractors will be responsible for any additional cost incurred by the 5A Contractor related to same.

Contract Package 6A
General Carpentry

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of General Carpentry, Miscellaneous Specialties, Architectural Wood Casework, Educational Casework, Lockers, Metal Shelving, Visual Display Equipment, and Hydraulic Elevators in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 6A Contractor shall furnish and install all carpentry work as required by the Contract Documents, including but not limited to the following items:

A. All rough carpentry, blocking, wood furring, plywood, plywood sheathing, nailers, and all other rough carpentry and accessories including but not limited to anchor bolts, fasteners of any type, glue, adhesive, etc. This includes any wood as indicated which is concealed by roofing, flashing, metal, EIFS, or any other material provided by others unless specifically assigned to another package.
B. All finish carpentry, including, but not limited to, sills, fabricated shelves, closet shelving and rods, coat hooks, accessories, wood trim, grommets, wood treads and risers, Architectural woodwork, and all indicated millwork.
C. All architectural wood casework as required by the Contract Documents and Specification Section 06 4100
D. Automatic Overhead Coiling Fabric Fire Curtain as required by the Contract Documents and Specification Section 08 3493
E. All wall coverings as required by the Contract Documents and Specification Section 9 7200
F. All visual display boards as required by the Contract Documents and Specification Section 10 1101. Contractor shall take field measurements for all visual display units. 6A Contractor shall provide all map rails, locks, display rails, end stops, map hooks, and flag holders required by the Contract Documents
G. All display cases as required by the Contract Documents and Specification Section 10 1200. Contractor shall take field measurements for all display cases
H. All signage as required by the Contract Documents and Specification Section 10 1400, excluding traffic signage
I. All video display systems as required by the Contract Documents and Specification Section 10 1500
J. All plastic toilet compartments as required by the Contract Documents and Specification Section 10 2113.19
K. All cubicle curtains and track as required by the Contract Documents and Specification Section 10 2123
L. All classroom and office furniture as required by the Contract Documents and Specifications Section 12 5000
M. All Folding Panel Partitions as required by the Contract Documents and Specification Section 10 2239. 6A Contractor to provide lock cylinder(s) as required. Cylinders to accept Best core. 6A to coordinate locations and spacing of attachment requirements with 5A Contractor.
N. All wall and door protection as required by the Contract Documents and Specification Section 10 2600
O. All toilet, bath, and laundry accessories as required by the Contract Documents and Specification Section 10 2800
P. All fire protection specialties as required by the Contract Documents and Specification Section 10 4400
Q. All metal lockers as required by the Contract Documents and Specification Section 10 5113
R. All metal storage shelving as required by the Contract Documents and Specification Section 10 5613
S. All residential appliances as required by the Contract Documents and Specification Section 11 3013
T. All projection screens as required by the Contract Documents and Specification Section 11 5213

U. All stage curtains as required by the Contract Documents and Specification Section 11 6143
V. Kiln and accessories as required by the Contract Documents and Specification Section 11 5413
W. All window shades as required by the Contract Documents and Specification Section 12 2400
X. All horizontal louver blinds as required by the Contract Documents and Specification Section 12 2113
Y. All manufactured wood casework as required by the Contract Documents and Specification Section 12 3200
Z. All countertops and solid surfacing as required by the Contract Documents and Specification Section 12 3600

AA. All entrance floor mats and frames as required by the Contract Documents and Specification Section 12 4813

BB. All classroom and office furniture as required by the Contract Documents and Specification Section 12 5000

CC. All specialized storage systems as required by the Contract Documents and Specification Section 12 5600

DD. All overhead coiling doors as required by the Contract Documents and Specification Section 08 3323, including access panels as necessary to service equipment unless specifically assigned to another Contract Package. 6A Contractor shall provide Best cylinders and cores for key switches and locking mechanisms for all coiling counter doors and overhead coiling doors. 6A Contractor to coordinate with 11A Contractor for cylinder/core requirements for coiling counter doors furnished and installed by the 11A Contractor. Coiling counter door(s) for the cafeteria/kitchen is by the 11A Contractor.
EE. Six (6) plastic reflective "Roof Access" signs and one (1) plastic reflective "FACP" sign. All signs to be 6"x6", red background, with white lettering.

FF. Furnish and install all fire stopping between concrete and masonry unless specifically assigned to another bid package.

1.02 6A Contractor shall furnish and install all caulking of work included in this Contract Package and caulking of all work of other Contract Packages unless specifically assigned to that Contract Package as required by the Contract Documents. Caulking of hollow metal items is by 9E. 6A Contractor shall caulk or provide fillers as necessary to provide a finished appearance where 6A work abuts other materials. 6A Contractor will provide fillers and sealant installation as required to provide a finished appearance where lockers abut other materials. 6A Contractor shall provide submittals and color samples of sealants for approval prior to installation.

1.03 6A Contractor to furnish and install temporary doors at all proposed mechanical, data, electrical, and main mechanical rooms as well as 5/8" plywood infill at exterior hollow metal windows or louver openings. All doors are to have hinges as necessary, closures, and hasps. Doors to be removed and hollow metal patched at Construction Manager's direction as part of base bid cost. All temporary doors are to be approved by the Construction Manager. 6A Contractor to provide a line item on their schedule of values for this work.

1.04 All items within this Contract Package, which are specified or required to have electrical service or electrical outlets, shall be furnished with complete integral wiring by this Contractor, for connection at a junction box by the 16A Contractor. This requirement does not include receptacles, which may be shown in base cabinet toe spaces or base cabinet aprons. This Contractor shall provide cutouts for outlets, switches, devices and fixtures installed in Casework by others.

1.05 Contractor responsible for all permits associated with scope of work.

1.06 Delivery of hardware templates is required with the hardware schedule submittal. The 6A Contractor shall be responsible for obtaining and warehousing all items until required onsite.

1.07 6A Contractor shall furnish and install all hollow metal door and window frames unless specifically assigned to another Contractor. 6A Contractor shall furnish and install all hollow metal doors, hollow metal panels, wood doors, screen doors, special doors, architectural and finish hardware, and door equipment in accordance with the Contract Documents. 6A Contractor shall furnish and install all louvers, grilles and dampers

mounted in the doors and/or hollow metal frames as required by the contract Documents. 6A Contractor to furnish and install closers at all bathroom doors as well as doors in the smoke or fire-rated partitions whether scheduled or not (utilize typical overhead closure as described in project Specifications). 6A Contractor is required to furnish hollow metal items in accordance with the phases or sequences of construction listed in the project schedule and/or as directed by the Construction Manager. 6A Contractor shall be responsible for all manufacturer and delivery costs associated with sequencing of hollow metal items.

1.08 Specification Sections 08 1113 & 08 1416, any door requiring an "opaque" finish shall be factory primed by the 6A Contractor. The 9E Contractor shall provide field finish paint.

1.09 6A Contractor shall furnish, install, maintain and remove all safety rails and toe boards at all floors, roof, expansion joints, stairs, slab penetrations, pits, deck edges, and openings. The 6A Contractor must also provide six (6) 8'-0" wide (4'x4' gates) for Trade access at perimeter of building. These will be located as directed by the Construction Manager. Any patching if required to the structure due to installation is by the 6A Contractor with exception of masonry infill. Rails must be wood and in compliance with MOSH/OSHA standards. Wood rails are in addition to the cable guardrails installed by the 5A Contractor. 6A Contractor to provide a line item on their schedule of values for this work.

1.10 Key cylinders and cores shall be furnished and installed by the 6A Contractor, this includes cylinders and cores for doors specified under other Contract Packages including, but not limited to 8A Contractor. 6A Contractor shall arrange keying scheduling meeting with Owner. Brass construction cores and permanent cylinders and cores shall be furnished and installed as required by Contract Documents. Permanent cores will be installed by the Owner unless directed otherwise. Temporary cores will be turned over to 6A Contractor following installation of permanent cores.

1.11 6A Contractor shall turn over to the Construction Manager all keys for any item provided under this Contract Package, tagged and marked in an acceptable manner, and installed in new key cabinet as required by the Contract Documents. 6A Contractor shall furnish, setup, and install key cabinet in location designated by the Owner.

1.12 6A Contractor shall coordinate with 4A and 9A Contractors to ensure timely delivery and installation of hollow metal work. 6A Contractor shall install all hollow metal work plumb, level, square, and true to line and shall be responsible for properly bracing, maintaining and repairing the work until the 4A Contractor's acceptance. The 9A Contractor shall set hollow metal door and window frames, furnished by the 6A Contractor, in metal partition assemblies. 6A shall verify hollow metal frames installed by 9A are plumb, level, square, and true to line prior to drywall being installed. The 6A Contractor will notify the Construction Manager if frames are not set as described.

1.13 4A Contractor shall acknowledge and accept hollow metal frames as being set plumb, level, square, and true to line by the 6A Contractor prior to installing masonry at frames. The 4A Contractor will notify the Construction Manager if frames are not set and properly braced as described. Installation of masonry on frames shall constitute acceptance. The 4A Contractor will be responsible for maintaining hollow metal frames until the frame is completely enclosed in masonry. The 4A Contractor will include in the base bid price costs to tooth, provide additional lintels, and infill CMU with grout or CMU and in door frames after frame is set. This cost shall include five (5) single frame and five (5) double frame openings

1.14 6A Contractor shall furnish and install all expansion joint cover systems complete as required per the contract Documents and Specification Section 07 9513. 6A Contractor shall coordinate locations and installations with 3A, 4A and 9A Contractors as required. 6A is required to caulk expansion joint cover systems as required.

1.15 6A Contractor to prep doors and/or frames to accept additional Lexan protection if noted.

1.16 6A Contractor shall be responsible for coordination with the Construction Manager for scheduling of installation of all items in this package. 6A Contractor shall be responsible for complete coordination and compatibility of all items in this package. Hollow metal frames for CMU walls are required at once. The 6A Contractor will be responsible for all costs associated with toothing and infill of masonry if necessary, with exception of five (5) single frame and five (5) double frame locations.

1.17 6A Contractor shall furnish and install all wall concealed and exposed wood blocking for all items furnished by this and other Contract Packages, FRT if required, even if cabinets and railings are designated "NIC",

"future", or "by others". 6A Contractor to coordinate with the 11A, 15A, and 16A Contractors to ensure wood blocking is installed for items installed under their scope prior to wall close-in inspections for each section of the building. Wood blocking is not required behind base cabinets unless specifically required or shown. 6A Contractor is not responsible for metal strapping in metal stud walls. All Contractors are to submit elevations for centerline of required blocking within thirty (30) days of Award of Contract.

1.18 6A Contractor shall furnish and install all plywood backing (FRT) and backboards required for Mechanical, Electrical, Telephone, and Data installations. 6A Contractor to coordinate final locations as necessary.

1.19 6A Contractor shall review all hollow metal, wood door, and hardware schedules for correctness and compatibility.

1.20 6A Contractor shall furnish and install all supports, tracks, closures, grounds, and bracing for all items installed under this Contract Package. The 6A Contractor shall coordinate layouts with the 4A and 9A Contractors.

1.21 Layout for hollow metal frame installation shall be performed by 6A Contractor in all masonry and by the 9A Contractor in all metal framed walls. 6A Contractor shall coordinate with the Construction Manager regarding scheduling of this item.

1.22 6A Contractor will coordinate layout and shop drawings with Owner supplied equipment.

1.23 6A Contractor shall carry an allowance for 24 hours of Elevator Operator time. Elevator Operator will be provided as directed by the Construction Manager. 6A Contract will be subject to adjustment by Change Order when the final costs of the Elevator Operator have been determined. 6A Contractor will be required to have a line item on their schedule of values for this allowance.

1.24 6A Contractor shall provide scaffolding in the Elevator Shaft for use by all Contractors to complete work within the Elevator Shaft. Scaffolding shall terminate at the second-floor level with a workable platform to include all MOSH safety requirements. Timeline for installation and removal of the scaffolding will be directed by the Construction Manager.

1.25 6A Contractor shall furnish and install the Hydraulic Elevator as per the Contract Documents, Specification Section 14 2400. This includes a phone or "hands off" communication set which satisfies all code requirements. 6A Contractor will install and maintain safety rails and toe boards at elevator shaft at all times during construction. The 6A Contractor shall provide all work required to provide a functional code compliant elevator system. 6A Contractor must provide electrical or wiring service as necessary to the disconnect of points of service (i.e., electrical, fire alarm, phone, etc.). The disconnects will be furnished and installed by 16A Contractor, including final connections for these items. Despite any other reference 6A Contractor shall furnish and install card swipe operated call buttons, including all wiring, as required by FCPS. 6A Contractor shall coordinate all programming of the card swipe operated call buttons with FCPS as required. FCPS will provide all cards for this system. 6A Contractor shall obtain all required permits, secure all inspections and provide all test and inspections required by the Contract Documents to obtain a Use and Occupancy permit. 6A Contractor shall include the costs for two (2) third party elevator inspections, or QEI's, as part of the base bid. 6A Contractor shall also include the costs for two (2) final State elevator inspections as part of the base bid costs. The Documentation of each inspection shall be provided to the Owner and Construction Manager. 6A Contractor shall coordinate with all trades to ensure shaft walls and ceiling are free of obstructions prior to first QEI Inspection.

1.26 Particular attention must be paid to clearances and space required around the proposed cable tray. Items of note include:

A. No ceiling or support wire can be attached, pass thru, or splay over the cable tray.
B. No mechanical valves, pipe, joints, or mechanical equipment (i.e., VAV box) can be located above the cable tray.
C. 12" clearance at the side of the cable tray is required.
D. 12" clearance above the cable tray is required. In special isolated cases, 4" clearance is acceptable if approved by Construction Manager.
E. No ballast can be closer than 12" to cable tray.
F. No motor can be closer than 36" to cable tray.

G. Ceiling coordination drawings are required for 15A and 16A. 15A and 16A need to indicate relationship of cable tray to other above ceiling elements on ceiling coordination drawings.

1.27 6A Contractor to infill or cover, maintain, and remove & dispose as necessary all stair treads for each stair (concrete, steel, or any other material) with wood. Construction Manager will advise when protection may be removed. Any patching required as a result of installation or removal of this protection is the responsibility of 6A Contractor. 6A Contractor to provide a line item on their schedule of values for this work.

1.28 6A Contractor shall provide blocking with appropriate finished appearance as necessary at all CMU walls and/or as indicated in the specifications for all surface-mounted items by 6A or others.

1.29 6A Contractor will provide 5/8" plywood over 2" Styrofoam roof protection while working on the roof.

1.30 Any receptacle provided under this scope of work 6' or closer to a source of water and all receptacles in Kitchen shall be a "GFI" type whether indicated or not in the contract Documents (i.e., sink fume hoods, emergency shower, etc.), shall be included in base bid cost.

1.31 In the event door lite wood trim kit does not finish flush with face of door and glass, the 6A Contractor will seal between glass and trim with clear silicone.

1.32 6A Contractor shall protect wood doors from damage after installation. This, at a minimum, will be ¼" cardboard on both sides of door from floor to 6' above floor and maintained as necessary. This is part of base bid cost.

1.33 6A Contractor to provide access panels as necessary to maintain or repair equipment under the 6A Package. Installation will be by the 4A or 9A Contractors.

1.34 6A Contractor shall be responsible for immediately providing all templates and anchorage devices to the 3A, 4A, 5A, and 9A Contractors as necessary to coordinate installation of equipment.

1.35 6A Contractor must coordinate solid fill for equipment attachments with the 4A Contractor. 6A Contractor to provide 4A Contractor with infill locations shown on Architectural elevations with dimensions off finished floor and column lines.

1.36 6A Contractor shall coordinate rough-in and power requirements for all items included in this Contract Package, with the 16A Electrical Contractor. All control wiring, integral wiring and final connection to power source junction box(es) shall be executed by this Contractor.

1.37 6A Contractor shall coordinate with the 5A Contractor regarding openings, supports, and bracing for all work of this package. 6A Contractor shall, within fifteen (15) days of Notice to Proceed, furnish to the 5A Contractor and 4A Contractor complete marked-up steel drawings showing actual openings, layout, support and fabrication dimensions necessary for detailing and fabrication of steel with relation to work. The dimensions are to be referenced off of column lines. Any opening or support required but not shown on structural drawings for all work of this package is the responsibility of 6A. This includes any channel joist bracing, hangers, steel, and all other incidentals required including painting of welds.

1.38 6A Contractor shall furnish, install, maintain and remove & dispose of protection for countertops after installation. At a minimum this shall be ¼" Masonite taped in place. Protection shall be removed as directed by the Construction Manager. Protection provided shall be cut as required at sinks and fixture locations.

1.39 6A Contractor shall coordinate with the Roofing Contractor to provide all wood blocking and wood nailers, necessary for a complete roofing installation. Provide all wood blocking for curbs and all other roof openings whether blocking is shown at opening or not. Protect wood blocking from inclement weather until roof installation. This Contractor will provide plywood covers secured and stiffened as necessary at roof penetrations. The 6A Contractor to provide blocking as necessary to level all roof curbs.

1.40 6A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 6A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.41 6A Contractor shall be responsible for field measuring for all toilet and shower partitions.

1.42 If required by inspection agencies, 6A Contractor will caulk around toilet accessories as directed at no change in contract price.

1.43 6A Contractor will cut, reinforce and trim toilet partitions if necessary, to install items common to two (2) stalls and shown as a thru wall accessory.

1.44 6A Contractor shall furnish and install wood blocking for all toilet partitions & toilet accessories. 6A Contractor shall coordinate with the 9A, 15A and 16A Contractors regarding all locations and mounting heights for toilet accessories. 6A Contractor shall be responsible for adherence to all ADA and handicapped regulations.

1.45 6A Contractor shall furnish and/or install all toilet accessories, toilet compartments, and wardrobe accessories as required by the Contract Documents including, but not limited to, paper towel dispensers, feminine napkin disposals, soap dispensers, hand sanitizer dispensers, soap dishes, toilet tissue dispensers, feminine napkin vendors, grab bars, mirrors shown on the Toilet Accessory Schedule, shower rods, hooks, and curtains, mop and broom holders, folding shower seats, medicine cabinets, combination utility shelf units, combination towel/waste units, hair dryers, hand dryers, shower seats, robe hooks, towel bars and utility hooks. This includes any accessories required in Classrooms, Kitchen (i.e., paper towel/soap dispensers/hand sanitizer dispensers) or other areas not exclusively bathrooms. This includes all work indicated per Specification Section 10 2113.19 and 10 2800.

1.46 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.47 Two (2) weeks prior to substantial completion, 6A Contractor will thoroughly clean the interior and exterior, polish all glass and trim, and vacuum or wash all material under this package.

1.48 6A Contractor shall provide steel support and modifications to 6A items to fit in place per field conditions.

1.49 6A Contractor to install all items furnished by owner as noted on the toilet accessory schedule. 6A Contractor shall install hand sanitizer dispensers furnished by Owner (one per room).

1.50 6A Contractor shall furnish and install all lockers, metal cabinets, benches, metal storage shelving and associated hardware as required by the contract Documents. 6A Contractor shall coordinate metal strap blocking requirements with the 9A Contractor as required. All wood blocking required for installation of these items is to be furnished and installed by the 6A Contractor. 6A Contractor shall submit separate shops drawings for each of these items.

1.51 6A Contractor will provide all necessary supports and support hardware for projection screens. Ceiling hung projection screens shall be supported from structural steel above. Support from the ceiling grid will not be permitted.

1.52 16A Contractor shall furnish and install the building security system as required by the Contract Documents. The 16A Contractor shall coordinate with the 6A and 8A Contractors for raceways, cabling, and rough-in requirements for installation into 6A and 8A provided frames respectively.

1.53 6A Contractor shall furnish and install door sweeps at all doors leading to the Kitchen, all Mechanical, Electrical, Data, and storage rooms whether indicated on the Contract Documents or not (utilize typical door sweep described in the Specifications).

1.54 2A Contractor is responsible to furnish and install all concrete and concrete accessories for the site school sign in accordance with the contract Documents. 2A Contractor shall coordinate with the 4A, 5A, 6A & 16A Contractors for layout and required rough-ins prior to placement of concrete. 4A Contractor is responsible to furnish and install CMU, rebar, brick veneer, and cast stone cap for the site school sign. 5A Contractor is responsible for any steel, anchor bolts, or steel lintels required. 6A Contractor is responsible to furnish and install wood blocking, the LED Signage, and Cast Lettering as required by the contract Documents. 7A Contractor shall furnish and install metal coping. 16A Contractor is responsible for all power and data rough-ins and final terminations.

1.55 3A Contractor shall be responsible to submit concrete shop drawings for coordination and approval of control joint locations and slab depressions. 3A Contractor shall coordinate with the 6A, 9B, 9C, and 11A Contractors for depth and locations of slab depressions as required for their work and as required by the contract Documents. The 6A, 9B, 9C, and 11A Contractors shall be responsible for any infill material required in the depressed slab areas to obtain the finished floor elevations. 3A Contractor will furnish and install all sheeting and shoring as required for work of this package.

1.56 6A Contractor shall be responsible to field modify and install as directed, a total ten (10) marker boards or tack boards as directed by the Owner or Construction Manager.

1.57 6A Contractor will notch or cut boards around receptacles, thermostats, or any other item as required. 6A Contractor (if requested by the Owner or Construction Manager), will relocate boards to other areas prior to installation. This shall be performed as part of the base bid cost.

1.58 The 16A Contractor shall furnish and install electromagnetic door releases including, but not limited to, all wiring, junction boxes, conduit, etc. as required by the Contract Documents. 6A shall install only any piece of the electromagnetic door release that attaches directly to the door (wood & hollow metal). 8A Contractor shall install only any piece of the electromagnetic door release that attaches directly to the door provided under the 8A scope.

1.59 6A Contractor shall furnish and install the Temporary Project Signage (State Sign) as described in Division 1 of the Contract Specifications.

1.60 6A Contractor is required to provide record copies of the final hollow metal door & frame submittal and shop drawings, the final hardware submittal and shop drawings, the Architectural Wood Casework Shop Drawings, and the Educational Casework Shop Drawings prior to any of the related work being installed. Record copies are to include any and all changes made by the Design Team, Owner or Contractor during the review process. This requirement supersedes any other reference in the Contract Documents.

1.61 The 6A Contractor is responsible to furnish and install the complete Card Access System. The 6A Contractor shall coordinate with the 8A and 16A Contractors for raceways, cabling, and rough-in requirements. 16A Contractor is responsible for the rough-in of the required raceways and boxes as shown and as coordinated by the 6A Contractor. The 6A Contractor shall also coordinate with Frederick County Public Schools for programming and testing of the Card Access System regardless of any other reference in the Contract Documents. 6A Contractor shall also coordinate with the 16A Contractor for integration with the Access and Intrusion Detection System. The Contractor shall check, close and confirm the relationship of layout provided to the dimensions on the Contract Documents, prior to commencement of work. Commencement of the work will constitute acceptance of the layout and the dimensions provided on the Contract Documents. This Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.

1.62 The 5A, 6A, 9A, 15A, and 16A Contractors will develop and coordinate ceiling drawings in layers utilizing the Owner's CADD Operator. 5A Contractor will provide detailed drawings to commence the coordination process. 9A Contractor will establish ceiling grid layout with any special panels noted. 9A Contractor will also locate in plan all other ceiling mounted items by trades other than 15A and 16A (i.e., projection screens, cubicle curtains, folding partitions, etc.). 16A will provide light layout on 9A Contractor's drawing, which includes height of light above finished ceiling and any clearance requirements. 16A Contractor will show route of major conduits and cabling in plan and elevation, as well as exit signs, fire alarm devices, speakers, security devices or any other 16A ceiling mounted item. 15A Contractor will show ductwork, plumbing/HVAC piping, refrigeration piping, VRF equipment, ceiling mounted equipment, and sprinkler piping. 15A and 16A Contractors will also provide all required coordination information for all mechanical rooms. Owner will employ CADD operator and pay all costs to generate drawings and subsequent revisions. All contractors are required to participate and attend coordination meetings with the Owner's CADD Operator. All contractors are required to have a line item on their Schedule of Values for the value of this work.

1.63 5A Contractor shall furnish and install all structural and miscellaneous steel for the entrance canopies. 6A Contractor shall install all wood blocking. 7A Contractor shall furnish and install the single ply roofing system, metal soffit panels, gutters, downspouts and miscellaneous trim and all required accessories. 8A Contractor shall furnish and install metal composite panels and all associated accessories. 9A Contractor

shall furnish and install all metal framing, composite metal framing support system, sheathing, mineral wool, and all associated accessories.

1.64 11A Contractor is responsible to furnish roof curbs for 11A equipment. 11A Contractor shall provide layout of roof curbs on roof for 6A to install wood blocking. If curb location requires support framing by 5A, 11A Contractor shall provide the size and location of the framing within 60 days of contractor award. If frame location(s) are not coordinated with the 5A Contractor, the 11A Contractor will be responsible for any additional cost incurred by the 5A Contractor related to same.

1.65 6A Contractor is required to furnish, install, maintain, and remove as directed by the Construction Manager, temporary enclosures between Phase 1 and Phase 2, first and second floors of the building. Temporary enclosures are to be constructed with 2x4 framing, ½" OSB plywood on exterior side of wall, and batt insulation.

Contract Package 7A
Roofing

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of all Roofing Work in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 7A Contractor shall furnish and install a complete roofing system as required by the Contract Documents, including but not limited to single ply roofing, vapor barrier, metal soffit panels, form metal wall panels, roof blocking not included in 6A Contract package, flashing and sheet metal, all manufactured roof specialties, all roof specialties, gutters, downspouts, fiber cants, coping, accessories, expansion joints, insulation, sealers and sealants, recovery boards, adhesives, manufactured roof accessories, all roof accessories, roof expansion assemblies, and all other items required to complete the work.

1.02 7A Contractor shall furnish and install all sealants, caulking necessary for, and incidental to a complete roofing installation as required by the Contract Documents. This includes sealant wherever roofing or metal by 7A is adjacent to material installed by others.

1.03 7A Contractor shall provide all test reports, inspection reports, warranties, and guarantees as required by the Contract Documents to the Owner and Construction Manager.

1.04 7A Contractor shall furnish all embedded flashing, reglets, drip edges, that is to be installed by other Contractors. 7A Contractor shall present delivery ticket to the installing Contractor, for acknowledgment of receipt of materials at the time of delivery. 7A shall coordinate with the 3A, 4A, 6A, and 9A Contractors to furnish all embedded flashing and reglets, along with dimensional layout sketches and details when required.

1.05 9A Contractor shall furnish and install hat channel, metal studs, composite framing support system, and insulation (rigid) as required for the installation of the metal composite material wall panels and formed metal wall panels as required by the Contract Documents. 9A Contractor shall coordinate with the 7A and 8A Contractors for proper layout and installation of framing. 9A Contractor is responsible to ensure proper gauge metal is being used to support the metal composite material wall panels, formed metal wall panels, and the metal soffit panels. The 7A Contractor shall furnish and install the formed metal wall panels, soffits, and all associated trim. 8A Contractor shall furnish and install all metal composite material wall panels. 7A and 8A Contractors are responsible to caulk all items installed by others within the metal panels (louvers, doors, pipe penetrations, etc.) installed under their respective contract package.

1.06 At the Construction Manager's discretion, roofing will be held back and temporarily sealed from the building's edge prior to completion of exterior or above roof line masonry or metal stud. The 7A Contractor will fill these areas and complete roofing when work of other trades is complete, at no extra cost to Contract sum. All temporary seals will be in conformance to manufacturer's recommendation.

1.07 In the event roofing expansion joints are required by the manufacturer but not detailed on the contract drawings, the 7A Contractor will be responsible for all costs associated to add these joints. This includes, but is not limited to carpentry, roofing and trim.

1.08 7A Contractor will furnish and install all flexible barrier, batt insulation, and rigid insulation between exterior sheathing and roof blocking.

1.09 7A Contractor will furnish and install insulation behind gutters as required by the contract documents.

1.10 7A Contractor will furnish and install all prefinished metal coping/fascia systems.

1.11 7A Contractor shall immediately after deck placement by 5A, provide and maintain temporary protection over deck to prevent water from infiltrating insulation. This temporary protection shall stay in place until permanent roof is installed.

1.12 7A Contractor shall coordinate with 5A Contractor regarding openings, supports, framing, and roofing accessories or specialties equipment. Contractor shall, within fifteen (15) days of Notice to Proceed, furnish

to the 5A Contractor, complete marked-up steel drawings showing actual openings, layout, support and fabrication dimensions necessary for detailing and fabrication of steel with relation to these items. Dimensions are to be referenced off of column lines. Any opening or support required but not shown on structural drawings for 7A work is the responsibility of the 7A Contractor. This includes any channel joist bracing, hangers, steel, and all other incidentals required including painting of welds.

1.13 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.14 7A Contractor shall remove snow, frost, ice, etc. as necessary from metal deck or roof immediately in order to maintain scheduled progress on roofing work. The 7A Contractor shall remove all snow / ice from roof drains immediately after any build-up as directed by the Construction Manager. Costs are to be included in the base bid.

1.15 7A Contractor shall furnish and install roof accessories for items not specified for the 15A Contractors equipment, roof hatches, smoke vents, splash blocks, gutters, scuppers, downspouts, walk pads, and snow guards or snow fences as required by the Contract Documents. 7A Contractor shall furnish and install closures and sealant where necessary at downspout connection to 15A Contractors rain leader boot and rain barrel. 7A Contractor shall furnish and install downspouts as referenced. 15A Contractor shall furnish and install the rain barrel and all downspout boots.

1.16 15A Contractor will supply splash block or rip rap for roof overflow drains if required. 15A Contractor will furnish and install architectural roof overflow scuppers and associated caulk. 15A Contractor shall coordinate installation with the 4A, 7A, 8A, and 9A Contractors as required.

1.17 7A Contractor will include, as part of the base bid, the cost to provide dumpsters, sorting, hauling, recycling, etc. for all construction debris associated with 7A work. The 7A Contractor must practice Construction Waste Management procedures and provide required LEED Documentation as described in Specification Sections 01 7419. The 7A Contractor will provide the Construction Manager a Construction Waste Management Plan within fifteen (15) days of award of contract. 7A Contractor shall be advised that the Contract is targeting 75% diversion of waste per the LEED checklist listed within the contract documents.

1.18 7A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 8A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.19 5A Contractor shall furnish and install all structural and miscellaneous steel for the entrance canopies. 6A Contractor shall install all wood blocking. 7A Contractor shall furnish and install the single ply roofing system, metal soffit panels, gutters, downspouts and miscellaneous trim and all required accessories. 8A Contractor shall furnish and install metal composite panels and all associated accessories. 9A Contractor shall furnish and install all metal framing, composite metal framing support system, sheathing, mineral wool, and all associated accessories.

1.20 7A Contractor shall furnish and install metal coping at the Site Sign.

1.21 2A Contractor shall furnish and install all Site concrete. This includes sidewalks, concrete footings and slabs at the Generator Enclosure, Transformer Enclosure, Dumpster enclosure, exterior site retaining walls, and concrete stairs outside of the building. 2A Contractor shall furnish and install footings for all playground equipment, mow tables at building perimeter and fences, the perimeter curb at playgrounds, curb and gutter, exterior stair nosings and caulking as necessary. Expansion joints shall be capped with 2" deep preformed strips to be removed immediately prior to caulk. All exterior equipment pads for 15A and 16A equipment will be the responsibility of the 15A and 16A Contractors. Heavy-duty concrete paving at the loading dock is by 2A Contractor. Transformer and Generator equipment pads will be furnished and installed by the 16A Contractor. Footings for canopies that attach to the building are by 3A Contractor. Any other footings for site walls are part of the 2A Contractor's scope. Masonry for site walls, Generator Enclosure, and Dumpster enclosure is by 4A Contractor. 7A Contractor is responsible to furnish and install metal coping for the

Generator, Transformer, and Dumpster Enclosures. 4A Contractor shall furnish and install rebar for masonry walls at the Generator Enclosure Transfer Enclosure, and Dumpster enclosure.

Contract Package 8A
Storefronts and Windows

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Windows, Aluminum Storefronts, Curtain Wall, Metal Panels, and Glass and Glazing in accordance with the complete set of Contract Documents.

The following are requirements of this package:
General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 8A Contractor shall furnish and install all windows required by the Contract Documents, including but not limited to, metal composite material wall panels, protective framed glazing assemblies, translucent panels, sloped glazing/curtain wall systems, aluminum windows, aluminum storefronts, sills, metal covers, metal closure panels, brake metal, louvers or vents in 8A assemblies, glass, glazing, sealants, hardware (except cylinders and cores by 6A Contractor), flashings for work under this package, interior and exterior caulking of work in this package, insulation around all windows, and all other items required by the Contract Documents to provide a complete interior and exterior window installation. 8A Contractor is responsible to caulk all items installed by others within the metal composite material wall panels. This includes shop drawings signed and sealed by a Structural Engineer registered in the State of Maryland, if required.

1.02 8A Contractor shall furnish and install interior and/or exterior vision glass and Lexan as required by the Contract Documents. Furnish and install all borrowed lights, glass, glazing, and one-way mirrors for all hollow metal windows, doors, and wood doors as required by the Contract Documents. Hollow metal window frames will be furnished by others. Coordinate prep of doors or frames for Lexan with 6A Contractor.

1.03 8A Contractor shall coordinate with 3A, 4A, 5A and 9A Contractors regarding aluminum window opening sizes and locations. Note that field measurement may not be possible due to schedule constraints. Contractors must hold rough opening dimensions per the 8A Contractor's approved shop drawings.

1.04 8A Contractor will set glazing at wood lites and tack trim to keep glass in secure position. The 8A Contractor shall provide additional nails, as necessary, and complete nailing/countersinking of nails tacked by the 8A Contractor. The 8A Contractor shall countersink and putty all nails at wood trim kits.

1.05 8A Contractor shall furnish and install any blocking or concealed provisions necessary to anchor work under this package.

1.06 8A Contractor to furnish and install interior and exterior sun control devices and all associated accessories required as indicated in the Contract Documents.

1.07 8A Contractor will remove all labels, stickers, marks, caulk splotches, cut gaskets as work progresses and provide touch-up or glass repair, as necessary. Final cleaning is by others.

1.08 8A Contractor to furnish and install all mirrors not specified in the toilet accessories section.

1.09 Any material required for structural or aesthetic attachment not referenced on the documents but required properly to brace, support work, or provide finished appearance under this package is part of 8A Contractors base bid. This includes, but is not limited to, metal, steel, studs, wood, or any other material necessary.

1.10 8A Contractor will furnish and install gauge closure and caulk, if necessary, at interface of 8A work with metal decking.

1.11 8A Contractor will furnish and install aluminum brake metal that matches 8A frame finish in all CMU openings. This is required to provide finished appearance at masonry openings where air membrane/ sealant is exposed.

1.12 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.13 8A Contractor will provide 5/8" plywood over 2" Styrofoam roof protection while working on the roof.

1.14 15A Contractor will supply splash block or rip rap for roof overflow drains if required. 15A Contractor will furnish and install architectural roof overflow scuppers and associated caulk. 15A Contractor shall coordinate installation with the 4A, 7A, 8A, and 9A Contractors as required.

1.15 8A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 8A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.16 8A Contractor shall furnish and install temporary enclosures in all exterior openings that will receive work included in Contract Package 8A. Enclosures shall be constructed of 1/2" plywood or 1/4" plexiglass in 2x4 wood frames. 8A Contractor to make perimeter of temporary opening airtight with backer rod. 8A Contractor to remove protection at the Construction Manager's direction and patch as necessary as part of base bid cost. Temporary enclosures shall include hasps, hinges, and closures. 8A Contractor to provide a line item on their Schedule of Values for this work.

1.17 9A Contractor shall furnish and install hat channel, metal studs, composite framing support system, and insulation (rigid) as required for the installation of the metal composite material wall panels and formed metal wall panels as required by the Contract Documents. 9A Contractor shall coordinate with the 7A and 8A Contractors for proper layout and installation of framing. 9A Contractor is responsible to ensure proper gauge metal is being used to support the metal composite material wall panels, formed metal wall panels, and the metal soffit panels. The 7A Contractor shall furnish and install the formed metal wall panels, soffits, and all associated trim. 8A Contractor shall furnish and install all metal composite material wall panels. 7A and 8A Contractors are responsible to caulk all items installed by others within the metal panels (louvers, doors, pipe penetrations, etc.) installed under their respective contract package.

1.18 16A Contractor shall furnish and install the building security system as required by the Contract Documents. The 16A Contractor shall coordinate with the 6A and 8A Contractors for raceways, cabling, and rough-in requirements for installation into 6A and 8A provided frames respectively.

1.19 6A Contractor is responsible to furnish and install the complete Card Access System. The 6A Contractor shall coordinate with the 8A and 16A Contractors for raceways, cabling, and rough-in requirements. 16A Contractor is responsible for the rough-in of the required raceways and boxes as shown and as coordinated by the 6A Contractor. The 6A Contractor shall also coordinate with Frederick County Public Schools for programming and testing of the Card Access System regardless of any other reference in the Contract Documents. 6A Contractor shall also coordinate with the 16A Contractor for integration with the Access and Intrusion Detection System

1.20 8A Contractor to provide all hardware for 8A Work. Key cylinders and cores shall be furnished and installed by the 6A Contractor, this includes cylinders and cores for doors specified under other Contract Packages including, but not limited to 8A Contractor. 6A Contractor shall arrange keying scheduling meeting with Owner. Brass construction cores and permanent cylinders and cores shall be furnished and installed as required by Contract Documents. Permanent cores will be installed by the Owner unless directed otherwise. Temporary cores will be turned over to 6A Contractor following installation of permanent cores.

1.21 8A Contractor is required to submit record copy of window, storefront, curtain wall, and door hardware submittals and shop drawings prior to the installation of any work of this package. Record submittals and shop drawings are to include any and all changes made by the Owner, Design Team, or Contractor during the review process.

1.22 The 16A Contractor shall furnish and install electromagnetic door releases including, but not limited to, all wiring, junction boxes, conduit, etc. as required by the Contract Documents. 6A shall install only any piece of the electromagnetic door release that attaches directly to the door (wood & hollow metal). 8A Contractor shall install only any piece of the electromagnetic door release that attaches directly to the door provided under the 8A scope.

1.23 5A Contractor shall furnish all steel relieving, sill, jamb, parapet angles, as shown on the contract documents. 5A Contractor shall furnish all required fasteners for all relieving, steel sill, jamb, and parapet angles.

Relieving, sill, jamb and parapet angles fastened to CMU or concrete will be installed by the 4A Contractor. Relieving, sill, jamb and parapet angles fastened to metal framing or steel shall be installed by the 9A Contractor. Any welding, if required by the Contract Documents, of relieving, sill, jamb or parapet angles shall be completed by the 5A Contractor.

1.24 8A Contractor is responsible for brake metal required where any partition abuts to any window or curtainwall. 9A Contractor is responsible for all framing, drywall, plywood, and insulation at these locations.

1.25 5A Contractor shall furnish and install all structural and miscellaneous steel for the entrance canopies. 6A Contractor shall install all wood blocking. 7A Contractor shall furnish and install the single ply roofing system, metal soffit panels, gutters, downspouts and miscellaneous trim and all required accessories. 8A Contractor shall furnish and install metal composite panels and all associated accessories. 9A Contractor shall furnish and install all metal framing, composite metal framing support system, sheathing, mineral wool, and all associated accessories.

1.26 8A Contractor shall furnish and install all insulation shown in 8A assemblies.

Contract Package 9A
Drywall and Acoustics

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Drywall, Acoustical Ceilings and Metal Support Systems in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 9A Contractor shall furnish and install all lath, plaster, gypsum shaft wall assemblies, drywall and acoustical work as required by the Contract Documents, including but not limited to all gypsum board, acoustical ceilings, FRP ceilings, suspension systems, acoustical treatment, acoustical panels, acoustical wall panels, glass fiber panel ceilings, corner guards, FRP panels, and impact resistant wall protection, light gage metal framing, cold formed framing, glass mat sheathing, sheathing, felt, metal studs, exterior sheathing, thermal and safing insulation, mineral wool, acoustical sealants, caulk, drywall accessories, reglets, diffusers at light troughs, drywall ceilings, and all other related work.

1.02 6A Contractor shall furnish and install all expansion joint cover systems complete per the contract documents. 6A Contractor shall coordinate locations and installations with 3A, 4A and 9A Contractors as required. 6A is required to caulk expansion joint cover systems as required.

1.03 9A Contractor shall caulk all areas where drywall or plaster meet a dissimilar surface.

1.04 9A Contractor shall install all access panels in drywall construction in accordance with the Contract Documents, or as necessary for 6A, 8A, 11A, 15A, and 16A Contractors.

1.05 9A Contractor to furnish and install any access panel or access door referenced but not supplied by 11A, 15A or 16A Contractors unless specifically assigned to another package.

1.06 9A Contractor shall be responsible for the repair and touch-up of minor scrapes, gouges, etc., caused by the installation of adjacent work.

1.07 9A Contractor will provide temporary heat and protection as necessary for this work.

1.08 9A Contractor will furnish and install all batt insulation, semi-rigid, and rigid insulation in all areas unless specifically assigned to another Contract Package.

1.09 9A Contractor shall coordinate with other Contractors on location of all work installed in drywall partitions, drywall ceilings, acoustical ceilings. Contractor shall provide all metal grounds required for all surface mounted items included in the Contract Documents. 9A Contractor shall ensure that all required inspections have been made prior to closing walls and ceilings. 9A Contractor shall call for final close-in inspection of all walls and ceilings. Documentation of each inspection shall be provided to the Owner and Construction Manager.

1.10 9A Contractor shall be responsible for the layout of all metal stud work. The 9A Contractor shall set all hollow frames, furnished by the 6A Contractor, in all metal partition assemblies and grout or insulate as required. 9A Contractor shall install all hollow metal work plumb, level, square, and true to line and shall be responsible for properly bracing, maintaining and repairing the work until the 6A Contractor's acceptance. 6A Contractor shall verify hollow metal frames installed by 9A are plumb, level, square, and true to line prior to drywall being installed. The 6A Contractor will notify the Construction Manager if frames are not set as described. 9A Contractor shall furnish and install mineral-fiber insulation at door frames in metal framed partitions as required by the Contract Documents.

1.11 9A Contractor shall furnish and install bent plates, angles, straps, steel plates, clip angles, etc., as required for attaching stud work to the structure.

1.12 9A Contractor shall inspect the drywall work with a drop light before and after the prime coat of paint and perform all necessary point-up. The Architect and Construction Manager will also inspect before and after the prime coat of paint.

1.13 9A Contractor shall fill all deck flutes above all drywall construction with fire safing and fire sealant as required. In the event stud framing attaches to the underside of steel, 9A is responsible for insulation, firestopping and caulking between top of steel and deck, if required at these locations.

1.14 9A Contractor shall furnish and install gauge metal column covers, GFRC column covers, accessories and sealants as necessary.

1.15 9A Contractor to provide any diffusers required at light troughs.

1.16 The 9A Contractor to furnish and install all firestopping per Specification Section 07 8400 for all 9A installed work. All beam or joist penetrations perpendicular to walls (i.e., bottoms and sides of joist or beams, voids between walls and joist, beam and deck shall comply with contract documents). 9A Contractor is responsible for firestopping at slab edge where windows or curtain walls pass.

1.17 The 9A Contractor will be responsible for furnishing and installing all Sound-Absorbing Wall and Ceiling Units per the Contract Documents and Specification Section 09 8430.

1.18 The 9A Contractor will coordinate all layout work with Owner furnished items.

1.19 9A Contractor to provide continuous 8” - 20-gauge metal strapping (two (2) rows per elevation) at all metal stud walls for cabinets, visual display boards, (i.e., chalk, tack, marker), lockers, handrails, etc. for any item which is surface-mounted. If this strapping is insufficient, Contractor requiring supplemental blocking or strapping must furnish and install these items as part of base bid cost. 9A Contractor to coordinate locations with the 5A, 6A, 8A, 15A, and 16A Contractors as required. The 6A Contractor shall furnish and install wood blocking for all wall rails, toilet partitions, and toilet accessories.

1.20 9A Contractor will provide 5/8" plywood over 2” Styrofoam roof protection while working on the roof.

1.21 9A Contractor to furnish and install all Composite Framing Support System as required by the Contract Documents and Specification Section 07 4210.

1.22 4A Contractor will furnish and install masonry ties and 2-gauge metal framing/GWB assemblies. The 4A Contractor shall furnish and attach separate anchor to tie and install masonry.

1.23 15A Contractor will supply splash block or rip rap for roof overflow drains if required. 15A Contractor will furnish and install architectural roof overflow scuppers and associated caulk. 15A Contractor shall coordinate installation with the 4A, 7A, 8A, and 9A Contractors as required.

1.24 9A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 9A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.25 9A Contractor shall furnish and install hat channel, metal studs, composite framing support system, and insulation (rigid) as required for the installation of the metal composite material wall panels and formed metal wall panels as required by the Contract Documents. 9A Contractor shall coordinate with the 7A and 8A Contractors for proper layout and installation of framing. 9A Contractor is responsible to ensure proper gauge metal is being used to support the metal composite material wall panels, formed metal wall panels, and the metal soffit panels. The 7A Contractor shall furnish and install the formed metal wall panels, soffits, and all associated trim. 8A Contractor shall furnish and install all metal composite material wall panels. 7A and 8A Contractors are responsible to caulk all items installed by others within the metal panels (louvers, doors, pipe penetrations, etc.) installed under their respective contract package.

1.26 4A Contractor shall furnish and install all sheet applied air & weather resistive barriers, fluid applied air & weather resistive barriers, and all associated accessories, in accordance with the specification section 07 2500 and the contract drawings. 4A Contractor shall furnish and install all thermal insulation and associated accessories in accordance with specification 07 2100 and the contract documents.

1.27 4A Contractor shall be responsible for Specification Section 07 1400 in its entirety, including insulation specified in Specification Section 07 2100.

1.28 9E Contractor to provide color coded stenciling of all CMU and gypsum rated walls as required by the Contract Documents and as directed by the Construction Manager.

1.29 The 5A, 6A, 9A, 15A, and 16A Contractors will develop and coordinate ceiling drawings in layers utilizing the Owner's CADD Operator. 5A Contractor will provide detailed drawings to commence the coordination process. 9A Contractor will establish ceiling grid layout with any special panels noted. 9A Contractor will also locate in plan all other ceiling mounted items by trades other than 15A and 16A (i.e., projection screens, cubicle curtains, folding partitions, etc.). 16A will provide light layout on 9A Contractor's drawing, which includes height of light above finished ceiling and any clearance requirements. 16A Contractor will show route of major conduits and cabling in plan and elevation, as well as exit signs, fire alarm devices, speakers, security devices or any other 16A ceiling mounted item. 15A Contractor will show ductwork, plumbing/HVAC piping, refrigeration piping, VRF equipment, ceiling mounted equipment, and sprinkler piping. 15A and 16A Contractors will also provide all required coordination information for all mechanical rooms. Owner will employ CADD operator and pay all costs to generate drawings and subsequent revisions. All contractors are required to participate and attend coordination meetings with the Owner's CADD Operator. All contractors are required to have a line item on their Schedule of Values for the value of this work.

1.30 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.31 Particular attention must be paid to clearances and space required around the proposed cable tray. Items of note include:

A. No ceiling or support wire can be attached, pass thru, or splay over the cable tray.
B. No mechanical valves, pipe, joints, or mechanical equipment (i.e., VAV box) can be located above the cable tray.
C. 12" clearance at the side of the cable tray is required.
D. 12" clearance above the cable tray is required. In special isolated cases, 4" clearance is acceptable if approved by Construction Manager.
E. No ballast can be closer than 12" to cable tray.
F. No motor can be closer than 36" to cable tray.
G. Ceiling coordination drawings are required for 15A and 16A. 15A and 16A need to indicate relationship of cable tray to other above ceiling elements on ceiling coordination drawings.

1.32 9A Contractor shall furnish and install rigid insulation in box headers as required by the contract documents.

1.33 5A Contractor shall furnish all steel relieving, sill, jamb, parapet angles, as shown on the contract documents. 5A Contractor shall furnish all required fasteners for all relieving angles, sill, jamb, parapet angles, and bent plates. Sill, jamb, and parapet angles fastened to CMU or concrete will be installed by the 4A Contractor. Relieving angles and bent plates are to be furnished and installed by the 5A Contractor. Sill, jamb, and parapet angles fastened to metal framing shall be installed by the 9A Contractor. Any welding, if required by the Contract Documents or by Specific Delegated Design by the 5A Contractor, of relieving angles, sill, jamb, parapet angles, and bent plates shall be completed by the 5A Contractor.

1.34 In the event control or expansion joints are not shown but required to control cracking/expansion per manufacturers recommended installation procedure or if specified in Division 9, 9A shall furnish and install these assemblies complete. 9A Contractor is responsible to submit shop drawings for approval indicating locations of control joints in drywall partitions.

1.35 8A Contractor is responsible for brake metal required where any partition abuts to any window or curtainwall. 9A Contractor is responsible for all framing, drywall, plywood, and insulation at these locations.

1.36 5A Contractor shall furnish and install all structural and miscellaneous steel for the entrance canopies. 6A Contractor shall install all wood blocking. 7A Contractor shall furnish and install the single ply roofing system, metal soffit panels, gutters, downspouts and miscellaneous trim and all required accessories. 8A Contractor shall furnish and install metal composite panels and all associated accessories. 9A Contractor shall furnish and install all metal framing, composite metal framing support system, sheathing, mineral wool, and all associated accessories.

1.37 5A Contractor is responsible to weld any lintels, beams, columns, or any other steel provided by 5A to embed plates set by others. 5A Contractor shall be responsible for welding any x-bracing at 9A installed shear walls. 5A Contractor shall coordinate with 9A Contractor for welding requirements.

1.38 4A Contractor and 9A Contractor shall receive, unload, inventory and accept by signature of delivery ticket, and properly store all embedded items furnished by others for installation under the 4A and 9A Contract Packages. Any embed items shipped in bulk that cannot be verified or inventoried, shall be the responsibility of the providing contractor until all items are installed. The 4A and 9A Contractors shall provide copies of all signed delivery tickets to the Construction Manager.

1.39 9A Contractor is required to furnish and install cold formed metal framing as required by the Contract Documents and Specification Section 05 4000. 9A Contractor is responsible to provide shop drawings stamped by a professional engineer, licensed in the State of Maryland. 9A Contractor shall also provide record copies. Record copies are to include any and all changes made by the Design Team, Owner or Contractor during the review process. This requirement supersedes any other reference in the Contract Documents. 9A Contractor is required to coordinate with all trades for installation of this work.

Contract Package 9B
Ceramic Wall and Floor Tile

Contractor shall provide all labor, material, equipment, and supervision necessary for and incidental to the completion of Ceramic Tile, Glazed Wall Tile, Sills, Base, and all associated accessories in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 9B Contractor shall furnish and install all tile work as required by the Contract Documents, including but not limited to all glazed wall tile, base, ceramic wall tile and base, stone thresholds, stone sills, setting beds, waterproofing membrane, and adhesives. 9B Contractor to furnish and install any waterproofing, crack suppression and incidentals as required under the flooring and on walls for work under this package.

1.02 9B Contractor shall furnish and install all required cuts and shapes as required by the Contract Documents.

1.03 9B Contractor will coordinate with concrete expansion or control joints as field installed and submit shop drawings, which note coordination with as built concrete joints.

1.04 9B Contractor shall check all wall substrate construction with appropriate surveying equipment a minimum of four (4) weeks prior to commencing installation. 9B Contractor shall notify Construction Manager prior to commencing work regarding unacceptable substrates with a detailed profile as description of unacceptable areas. Failure to comply with these requirements will result in the 9B Contractor acceptance of the wall by default and responsibility for any wall corrections. 9B Contractor shall perform all necessary wall patching required to obtain an acceptable installation.

1.05 9B Contractor shall provide temporary heat and protection as required for work of this package.

1.06 9B Contractor shall caulk around any penetration and all work which is installed under this package. 9B Contractor to caulk or provide trim as necessary where flooring or walls meets other material (i.e., floor drains, equipment pads, boxes, walls, floors, ceilings, etc.).

1.07 9B Contractor will provide temporary protection of finished work in place and remove at the Construction Manager's direction. A minimum of 1/8" Masonite is required for temporary protection over entire area of work installed under this package.

1.08 9B Contractor will perform patching or grinding, as necessary, at all "diamonds" at columns, construction slab joints, temporary rail supports, and saw cut joints as part of base bid cost.

1.09 9B Contractor will be responsible for disposing off site in a legal manner, any hazardous waste and/or hazardous waste containers associated with work of this package.

1.10 9B Contractor will furnish and install finished flooring and base in walk-in freezer/refrigerator boxes.

1.11 9B Contractor will furnish and install transition, termination strips or thresholds at any locations where 9B work abuts other floor finishes.

1.12 9B Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of work.

1.13 9B, 9C, 9D, and 11A Contractors are required to field check and survey the concrete slab within seven (7) days of it being poured to determine if the concrete is acceptable for installation of flooring. 9B, 9C, 9D, and 11A Contractors shall submit copy of the floor survey to the Construction Manager within ten (10) days of the date of the survey. Construction Manager will provide the survey information to the 3A Contractor for remedial work to be performed. 9B, 9C, 9D, and 11A Contractors shall return to the job site to verify corrective measures have been completed by the 3A Contractor four (4) weeks prior to commencing flooring installations. Failure to comply with this requirement will result in the 9B, 9C, 9D, and 11A Contractors acceptance of the concrete by default and responsibility for any slab corrections. 9B, 9C, 9D, and 11A Contractors will provide whatever measures are necessary to prepare concrete slab to accept flooring in any

area where the concrete is twenty-eight (28) days or older. This is separate from and in addition to any repairs made by the 3A Contractor resulting from the survey. The 3A Contractor is obligated to finish slabs in compliance with Specification Division 3. In the event the concrete slab must be flatter or modified in any way more precise than what is specified in Division 03, the 9B, 9C, 9D, and 11A Contractors will be responsible for any of those leveling or patching provisions.

1.14 9B Contractor shall provide all layout and survey work necessary to complete their work as required by the Contract Documents.

1.15 9B Contractor will scrape and prep concrete slab as necessary at bottom 12" of CMU walls and floor area from face of CMU wall to a distance 2' away from CMU wall to properly receive finished flooring.

1.16 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.17 3A Contractor shall be responsible to submit concrete shop drawings for coordination and approval of control joint locations and slab depressions. 3A Contractor shall coordinate with the 9B, 9C, 9D, and 11A Contractor's for depth and locations of slab depressions as required for their work and as required by the contract documents. The 9B, 9C, 9D, and 11A Contractor's shall be responsible for any infill material required in the depressed slab areas to obtain the finished floor elevations.

1.18 9B Contractor shall furnish and install all porcelain tile and porcelain tile base if required by the contract documents.

1.19 9B Contractor shall include in base bid costs to provide one (1) laborer for general cleaning for 400-hours to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 9B Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

Contract Package 9C
Fluid Applied & Terrazzo Flooring (Terrazzo as Alternate)

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Precast Epoxy Terrazzo Tile, Resinous Matrix Terrazzo Flooring, and Fluid Applied Flooring in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 9C Contractor shall furnish and install all flooring and accessories as referenced in Specification Sections 09 6623 Resinous Matrix Terrazzo Flooring and 09 6700 Fluid-Applied Flooring. as required by the Contract Documents. This includes, but is not limited to all required accessories, underlayment, transition strips, etc. for a complete flooring system.

1.02 9B, 9C, 9D, and 11A Contractors are required to field check and survey the concrete slab within seven (7) days of it being poured to determine if the concrete is acceptable for installation of flooring. 9B, 9C, 9D, and 11A Contractors shall submit copy of the floor survey to the Construction Manager within ten (10) days of the date of the survey. Construction Manager will provide the survey information to the 3A Contractor for remedial work to be performed. 9B, 9C, 9D, and 11A Contractors shall return to the job site to verify corrective measures have been completed by the 3A Contractor four (4) weeks prior to commencing flooring installations. Failure to comply with this requirement will result in the 9B, 9C, 9D, and 11A Contractors acceptance of the concrete by default and responsibility for any slab corrections. 9B, 9C, 9D, and 11A Contractors will provide whatever measures are necessary to prepare concrete slab to accept flooring in any area where the concrete is twenty-eight (28) days or older. This is separate from and in addition to any repairs made by the 3A Contractor resulting from the survey. The 3A Contractor is obligated to finish slabs in compliance with Specification Division 3. In the event the concrete slab must be flatter or modified in any way more precise than what is specified in Specification Division 3, the 9B, 9C, 9D, and 11A Contractors will be responsible for any of those leveling or patching provisions.

1.03 9C Contractor shall provide minor floor patching required to obtain an acceptable installation. This includes but is not limited to “diamonds” at columns, temporary guardrail supports, and construction joints or saw cut joints.

1.04 9C Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of the work.

1.05 9C Contractor shall furnish and install base required by the Contract Documents, including base at all casework and/or furnishing provided by the Owner. Floor finish shall be continuous under all casework and furnishings unless specifically directed otherwise.

1.06 9C Contractor will provide temporary protection of finished work in place, which is adequate in the opinion of the Construction Manager. At a minimum, the 9C Contractor will protect finished flooring with Kraft paper reinforced with nylon and ¼” Masonite plywood which shall be taped at all joints. 9C Contractor is responsible to maintain and remove & dispose of this protection as directed by the Construction Manager.

1.07 In any area where 9C Contractors material abuts the 9B or 9D Contractors floor finish, the 9C Contractor will flash patch a transition a minimum of 10' from interface with 9B or 9D to provide transition between materials. This is part of base bid cost.

1.08 9C Contractor to provide transition or termination strips, whichever is suitable, at all dissimilar floor joints/transitions unless a stone threshold is specifically referenced in the location. Oversized thresholds, if required, shall be provided as part of the base bid costs.

1.09 9C Contractor will provide temporary heat and all provisions necessary until the permanent HVAC systems are operational in order to install and maintain flooring per the manufacturer’s requirements. The 9C Contractor must provide temporary heat as required to maintain the Construction Schedule or as directed by the Construction Manager.

1.10 9C Contractor to caulk or provide trim as necessary where flooring meets other material (i.e., floor drains, equipment pads, boxes, walls).

1.11 9C Contractor to furnish and install all striping, patterns, logos, or other markings on the floor as indicated on the Contract Documents. 9C Contractor shall provide shop drawings of all striping, patterns, logos, or other markings for approval by FCPS prior to installation of same.

1.12 9C Contractor is responsible to grind and patch concrete floors, as required, where safety posts have been removed. This work is inclusive of the floor preparation required under this Contract Package. All costs shall be included in the base bid.

1.13 The 9C Contractor will scrape and prep concrete slab as necessary at bottom 12" of CMU walls and floor area from face of CMU wall to a distance 2' away from CMU wall to properly receive finished flooring.

1.14 9C Contractor will be responsible for disposing off site in a legal manner, any hazardous waste and/or hazardous waste containers associated with work of this package.

1.15 9C Contractor will furnish and install skim coat of Ardex or approved equal product and sand smoothly any concrete substrate to receive the work on this package. All costs for this work are to be included in the base bid.

1.16 9C Contractor is responsible to coordinate elevation of floor drains and cleanouts with the 15A Contractor prior to slab placement.

1.17 9C Contractor is required to furnish and install two (2) coats of sealer on the terrazzo flooring immediately upon completion in accordance with manufacturer's instructions. Prior to substantial completion, 9C Contractor to furnish and install three (3) additional coats of sealer on the terrazzo flooring. This includes all required prep work (stripping, cleaning, buffing). All costs will be included in the base bid.

1.18 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.19 9C Contractor shall furnish and install setting bed, finish floor, and cove base for the walk-in boxes as required in the Contract Documents and Specification Section 11 4000.

Contract Package 9D
Resilient Flooring and Athletic Surfacing

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Resilient Flooring, Resilient Athletic Flooring, and Sheet Carpeting in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 9D Contractor shall furnish and install all flooring and accessories as referenced in Specification Section 09 65 00 Resilient Flooring, 09 6566 Resilient Athletic Flooring, and 09 6816 Sheet Carpeting as required by the Contract Documents. This includes, but is not limited to all required accessories, underlayment, transition strips, etc. for a complete flooring system.

1.02 9B, 9C, 9D, and 11A Contractors are required to field check and survey the concrete slab within seven (7) days of it being poured to determine if the concrete is acceptable for installation of flooring. 9B, 9C, 9D, and 11A Contractors shall submit copy of the floor survey to the Construction Manager within ten (10) days of the date of the survey. Construction Manager will provide the survey information to the 3A Contractor for remedial work to be performed. 9B, 9C, 9D, and 11A Contractors shall return to the job site to verify corrective measures have been completed by the 3A Contractor four (4) weeks prior to commencing flooring installations. Failure to comply with this requirement will result in the 9B, 9C, 9D, and 11A Contractors acceptance of the concrete by default and responsibility for any slab corrections. 9B, 9C, 9D, and 11A Contractors will provide whatever measures are necessary to prepare concrete slab to accept flooring in any area where the concrete is twenty-eight (28) days or older. This is separate from and in addition to any repairs made by the 3A Contractor resulting from the survey. The 3A Contractor is obligated to finish slabs in compliance with Specification Division 3. In the event the concrete slab must be flatter or modified in any way more precise than what is specified in Division 03, the 9B, 9C, 9D, and 11A Contractors will be responsible for any of those leveling or patching provisions.

1.03 9D Contractor shall provide minor floor patching required to obtain an acceptable installation. This includes but is not limited to “diamonds” at columns, temporary guardrail supports, and construction joints or saw cut joints.

1.04 9D Contractor shall coordinate with the Construction Manager regarding layout of flooring prior to commencement of the work.

1.05 9D Contractor shall furnish and install base required by the Contract Documents, including base at all casework and/or furnishing provided by the Owner. Floor finish shall be continuous under all casework and furnishings unless directed by Construction Manager otherwise.

1.06 9D Contractor shall furnish and install floor finish in elevator including underlayment if required. 9D Contractor shall assume, for bid purposes, that ¼” Luan Plywood and two (2) layers of VCT will be required to provide proper substrate elevation at elevator cab.

1.07 9D Contractor will provide temporary protection of finished work in place, which is adequate in the opinion of the Construction Manager. At a minimum, the 9D Contractor will protect finished flooring with Kraft paper reinforced with nylon and ¼” Masonite plywood which shall be taped at all joints. 9D Contractor is responsible to maintain and remove & dispose of this protection as directed by the Construction Manager.

1.08 In any area where 9D Contractors material abuts the 9B or 9C Contractors floor finish, the 9D Contractor will flash patch a transition a minimum of 10' from interface with 9B to provide transition between materials. This is part of base bid cost.

1.09 9D Contractor to provide transition or termination strips, whichever is suitable, at all dissimilar floor joints/transitions unless a stone threshold is specifically referenced in the location. Oversized thresholds, if required, shall be provided as part of the base bid costs.

1.10 9D Contractor will provide temporary heat and all provisions necessary until the permanent HVAC systems are operational in order to install and maintain flooring per the manufacturer's requirements. The 9D Contractor must provide temporary heat as required to maintain the Construction Schedule or as directed by the Construction Manager.

1.11 9D Contractor to caulk or provide trim as necessary where flooring meets other material (i.e., floor drains, equipment pads, boxes, walls).

1.12 3A Contractor shall be responsible to submit concrete shop drawings for coordination and approval of control joint locations and slab depressions. 3A Contractor shall coordinate with the 6A, 9B, 9C, and 11A Contractors for depth and locations of slab depressions as required for their work and as required by the contract documents. The 6A, 9B, 9C, and 11A Contractors shall be responsible for any infill material required in the depressed slab areas to obtain the finished floor elevations. 3A Contractor will furnish and install all sheeting and shoring as required for work of this package.

1.13 9D Contractor to furnish and install all striping, patterns, logos, or other markings on flooring material as indicated on the Contract Documents. 9D Contractor shall provide shop drawings of all striping, patterns, logos, or other markings for approval by FCPS prior to production and/or installation of same.

1.14 9D Contractor is responsible to grind and patch concrete floors, as required, where safety posts have been removed. This work is inclusive of the floor preparation required under this Contract Package. All costs shall be included in the base bid.

1.15 9D Contractor shall provide shop drawings for Resilient Flooring, Resilient Athletic Flooring, and Sheet Carpeting indicating all patterns and seaming. Shop drawings are to be reviewed and approved by the Design Team prior to ordering of materials.

1.16 The 9D Contractor will scrape and prep concrete slab as necessary at bottom 12" of CMU walls and floor area from face of CMU wall to a distance 2' away from CMU wall to properly receive finished flooring.

1.17 9D Contractor will be responsible for disposing off site in a legal manner, any hazardous waste and/or hazardous waste containers associated with work of this package.

1.18 9D Contractor will furnish and install skim coat of Ardex or approved equal product and sand smoothly any concrete substrate to receive the work on this package. All costs for this work are to be included in the base bid.

1.19 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.20 9D Contractor shall include in base bid costs to provide one (1) laborer for general cleaning for 400-hours to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 9D Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

Contract Package 9E
Painting

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of all Painting Work in accordance with the complete set of Contract Documents.

The following are requirements of this package:
General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 9E Contractor shall furnish and install all painting as referenced in Specification Sections 09 9113 Exterior Painting, 09 9123 Interior Painting, and 09 9600 High-Performance Coatings. This includes painting of all interior and exterior exposed surfaces including, but not limited to, masonry, drywall, hollow metal frames and doors, access panels, railings, supports, structures, braces, lintels, exposed piping, exposed ductwork, exposed structural steel, exposed metal deck, miscellaneous metals, wood work, and painted or coated floors as required by the Contract Documents. 9E Contractor shall furnish and install all priming, block filling, finish painting, intumescent coatings, and high-performance coatings as required by the Contract Documents.

1.02 9E Contractor shall furnish and install all required surface preparation prior to painting, including, but not limited to, scraping, minor sanding, puttying, etc.

1.03 9E Contractor shall provide all back priming as required by the Contract Documents.

1.04 9E Contractor shall be responsible for all minor touch-up and repainting work caused by installation of adjacent work.

1.05 9E Contractor shall prime paint the interior of the Elevator shaft with two (2) coats of white primer paint.

1.06 9E Contractor shall paint all mechanical room piping and electrical items as required by the Contract Documents. Contractor shall paint all exposed piping, steel, deck and all exposed ductwork, including exterior ductwork, as designated.

1.07 9E Contractor shall remove/sand all rust and scale off of hollow metal doors and frames and prime all bare areas prior to application of finish paint.

1.08 9E Contractor shall not prime a surface until the previous Contractor has completed his work and point up.

1.09 9E Contractor will be responsible for disposing off site in a legal manner, any hazardous waste and/or hazardous waste containers associated with work of this package.

1.10 9E Contractor to repair, sand, make smooth and perform all preparation of existing surfaces or objects to be painted, interior or exterior.

1.11 Specification Section 08 1416, any door requiring an "opaque" finish shall be factory primed by the 6A Contractor. The 9E Contractor shall provide field finish paint.

1.12 9E Contractor shall field finish acoustical panels as specified and referenced in the Contract Documents.

1.13 9E Contractor will be responsible for disposing of empty paint, sealer or any other chemical product or container off site in a legal manner.

1.14 9E Contractor will caulk all hollow metal frames, interior and exterior.

1.15 9E Contractor to furnish and install all primers and special coatings as required at exterior steel.

1.16 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.17 All mechanical/plumbing work, if required to be painted, is part of 9E scope.

1.18 The 15A and 16A Contractors shall provide all required color coding and stenciling of mechanical piping, ductwork, equipment, conduit, etc. General painting of exposed piping ductwork, equipment, conduit, etc. located in public areas will be performed by the 9E Contractor.

1.19 9E Contractor shall repaint 30 door frames after Owner move-in or as directed by the Construction Manager. This cost is to be included in the 9E Contractors base bid cost and may be subject to deduct Change Order.

1.20 9E Contractor shall include in base bid costs to provide one (1) laborer for general cleaning for 400-hours to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 9E Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.21 9E Contractor to provide color coded stenciling of all CMU and gypsum rated walls as required by the Contract Documents and as directed by the Construction Manager.

Contract Package 11A
Food Service Equipment

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of all Food Service Equipment in accordance with the complete set of Contract Documents.

The following are requirements of this package:
General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 11A Contractor shall furnish and install all food service equipment as required by the Contract Documents. This includes the Ansul system, if required by the Contract Documents. Any custom-built stainless-steel tables whether noted or not as kitchen equipment are included in this package. Any stainless-steel counter reference in the documents shall be furnished and installed under this package unless specifically assigned to others.

1.02 11A Contractor shall provide dimensioned shop drawings showing the location of all required mechanical and electrical rough ins within twenty (20) days after receipt of Letter of Intent or Contract, whichever is issued first.

1.03 Lockers, if required, will be furnished and installed by the 6A Contractor.

1.04 Two (2) weeks prior to substantial completion or as directed by the Construction Manager, the 11A Contractor shall thoroughly clean all equipment, glass and shelving under this Contract. Contractor shall clean floor in all equipment or shelving areas as well.

1.05 11A Contractor shall furnish and install all sealants, caulking, and closure pieces required by local inspection agencies, NSF and the Contract Documents.

1.06 Mechanical and Electrical final connections will be performed by others. 11A Contractor shall provide all connectors, piping, integral wiring and piping, as well as all equipment to equipment connections, cords with plugs, etc., incidental to this phase of the work. Coordinate with 15A and 16A Contractors to provide complete installation. Refrigerant piping & refrigerant for 11A supplied equipment shall be furnished and installed by the 11A Contractor. Interlocking wiring between 11A supplied equipment is to be furnished and installed by the 11A Contractor.

1.07 11A Contractor shall be responsible for coordination with 15A and 16A Contractors on location of the equipment.

1.08 11A Contractor to layout and install under slab items as required by this section prior to placement of concrete.

1.09 11A Contractor shall furnish and install appropriate sealant of all penetrations created by work installed under this package.

1.10 11A Contractor shall schedule all required inspections. 11A Contractor shall coordinate with other trades regarding final inspections. 11A Contractor will be responsible for any costs associated with a re-inspection, if required.

1.11 3A Contractor shall be responsible to submit concrete shop drawings for coordination and approval of control joint locations and slab depressions. 3A Contractor shall coordinate with the 6A, 9B, 9C, and 11A Contractors for depth and locations of slab depressions as required for their work and as required by the contract documents. The 6A, 9B, 9C, and 11A Contractors shall be responsible for any infill material required in the depressed slab areas to obtain the finished floor elevations. 3A Contractor will furnish and install all sheeting and shoring as required for work of this package.

1.12 11A Contractor shall take field dimensions prior to fabrication.

1.13 11A Contractor will meet and coordinate Kitchen plan with Frederick County Health Department prior to submittal of plans to Consultants.

1.14 11A Contractor will secure pressure vessel inspection as required by the State of Maryland if required.

1.15 11A Contractor to furnish and install all support required to hang or support 11A equipment and hoods. This includes, but is not limited to, angles, rods, kindorf, etc.

1.16 11A Contractor is responsible to furnish and install roof curbs for 11A equipment. 11A Contractor shall provide layout of roof curbs on roof for 6A to install wood blocking. If curb location requires support framing by 5A, 11A Contractor shall provide the size and location of the framing within 60 days of contractor award. If frame location(s) are not coordinated with the 5A Contractor, the 11A Contractor will be responsible for any additional cost incurred by the 5A Contractor related to same.

1.17 11A Contractor will furnish and install the prefabricated insulated floor panels at the freezer/refrigerator walk-in boxes. Finished floor to be installed by 9C Contractor. 11A Contractor to coordinate with the 3A Contractor for the required slab depression with flooring thickness.

1.18 Any receptacle provided under this scope of work 6' or closer to a source of water (i.e., sink fume hoods, emergency shower, etc.) and all receptacles in the Kitchen shall be a "GFI" type whether indicated or not in the contract documents and included in base bid cost.

1.19 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.20 11A Contractor shall furnish and install the Ansul System for the Kitchen Hood, if required by the Contract Documents. The 11A Contractor shall coordinate the complete Ansul System with the building Fire Alarm System installed by the 16A Contractor. All final connections to the Ansul System and all inspections are by the 11A Contractor. All inspections are required to be coordinated with the Construction Manager.

1.21 11A Contractor shall provide heat trace tape if indicated on 11A piping in walk-in coolers and freezers.

1.22 11A Contractor is responsible to extend any drainage system from equipment to the floor sink or floor drain as required by the Contract Documents and/or the Authority having Jurisdiction.

1.23 11A Contractor shall furnish and install the coiling counter doors for the Kitchen/Cafeteria. Coiling counter doors shall be prepped to accept Best cylinders and/or cores at the locking mechanism. 6A Contractor will provide Best cylinders and cores for locking mechanisms at all coiling counter doors and overhead coiling doors. 6A Contractor to coordinate with 11A Contractor for cylinder/core requirements for coiling counter doors furnished and installed by the 11A Contractor.

1.24 11A Contractor shall furnish and install all stainless steel caps in the Kitchen.

1.25 11A Contractor is required to furnish a lock system that is compatible with FCPS' lock system. This includes but is not limited to furnishing lock cylinders for all refrigerator/freezer walk-in boxes that are capable of accepting a Best core and handles for all refrigerator/freezer walk-in boxes that can accept a pad lock.

1.26 11A Contractor is responsible for insulating all refrigerant piping installed under the 11A Contract Package in accordance with Specification Section 23 0700.

1.27 9B, 9C, 9D, and 11A Contractors are required to field check and survey the concrete slab within seven (7) days of it being poured to determine if the concrete is acceptable for installation of flooring. 9B, 9C, 9D, and 11A Contractors shall submit copy of the floor survey to the Construction Manager within ten (10) days of the date of the survey. Construction Manager will provide the survey information to the 3A Contractor for remedial work to be performed. 9B, 9C, 9D, and 11A Contractors shall return to the job site to verify corrective measures have been completed by the 3A Contractor four (4) weeks prior to commencing flooring installations. Failure to comply with this requirement will result in the 9B, 9C, 9D, and 11A Contractors acceptance of the concrete by default and responsibility for any slab corrections. 9B, 9C, 9D, and 11A Contractors will provide whatever measures are necessary to prepare concrete slab to accept flooring in any area where the concrete is twenty-eight (28) days or older. This is separate from and in addition to any repairs made by the 3A Contractor resulting from the survey. The 3A Contractor is obligated to finish slabs in compliance with Specification Division 3. In the event the concrete slab must be flatter or modified in any way more precise than what is specified in Division 03, the 9B, 9C, 9D, and 11A Contractors will be responsible for any of those leveling or patching provisions.

1.28 11A Contractor is responsible for coordinating all deliveries. 11A Contractor will be responsible for unloading equipment and materials into the building and setting them in place.

Contract Package 11B
Athletic Equipment

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of Gymnasium Equipment in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 11B Contractor shall furnish and install all gymnasium equipment including, but not limited to, basketball backboards, goals, exercise equipment, floor sleeves for net and goal posts, wall mounted protection pads, gym divider curtain, volleyball nets and posts, chinning bar, and climbing wall as required by the contract documents. Outdoor athletic equipment will be provided by the 2A Contractor.

1.02 11B Contractor shall furnish and install all supports, bracing, clips, wood plates, anchor bolts, grounds, angles, and all other support items required by the contract documents. 11B Contractor shall provide all equipment support members required to complete the installation of work included in this contract package. 11B Contractor shall furnish and install any miscellaneous or structural steel required but not detailed on the structural drawings to support work under this contract package.

1.03 11B Contractor shall furnish all templates and anchorage devices to the 3A, 4A and 5A Contractors as necessary to properly coordinate the location and installation of equipment and embedded items.

1.04 11B Contractor shall layout approximate locations of floor sleeve inserts with the 3A Contractor prior to slab placement, to ensure additional concrete placement and avoid underslab rough-in conflicts. 11B Contractor shall layout, core, place and grout all floor sleeves, and inserts prior to installation of finish floor.

1.05 11B Contractor shall coordinate with the 4A Contractor and locate solid fill, if required, for equipment attachments.

1.06 11B Contractor shall coordinate rough-in and power requirements for all items included in this contract package with the 16A Contractor. 11B Contractor shall provide all control wiring, integral wiring, switches, and final connection to power source junction box(es).

1.07 11B Contractor shall coordinate with 5A Contractor regarding openings, supports, and bracing for athletic equipment. 11B Contractor shall, within fifteen (15) days of Notice to Proceed, furnish to the 4A and 5A Contractors complete marked-up steel drawings showing actual openings, layout, support and fabrication dimensions necessary for detailing and fabrication of steel with relation to work. Dimension shall be referenced off column lines. 11B Contractor shall provide support for any opening required for his work but not shown. This includes any channel joist bracing, hangers, steel, and all other incidentals required including painting of welds.

1.08 11B Contractor will notch or cut wall pads around receptacles, thermostats, or any other item as required. Contractor (if requested by the Owner or Construction Manager) will relocate wall pads to other areas prior to installation. This shall be performed at no-cost change to base bid price.

1.09 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

Contract Package 15A
Mechanical (Plumbing, HVAC and Sprinkler)

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of all Mechanical Work in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 15A Contractor shall furnish and install all plumbing, heating, ventilating, air conditioning, drain tile (unless specifically assigned to others) and fire protection systems as required by the Contract Documents, including but not limited to, oil piping, gas piping, insulation, HVAC units, cabinet heaters, AHU's, split systems, mop sinks, fin tube, testing and balancing, fans, ductwork, diffusers, grilles, dampers, sprinkler, and all other items required for a complete mechanical installation. Furnish and install all louvers required (except in hollow metal framing), including Architectural louvers. This includes flashings, blank off plate, caulk and any incidentals required for a complete installation. Acid waste and acid vent piping to be installed, if required by the Contract Documents.

1.02 Instrumentation and Control for HVAC as specified in 23 0900 will be provided by Johnson Controls, Inc. Johnson Controls, Inc. will be contracted directly by FCPS and will be assigned to the 15A Contractor by the Owner. 15A Contractor will be responsible for all coordination required to provide a complete mechanical system. This includes, but is not limited to, scheduling, submittals, shop drawings, coordination with other trades, commissioning, and contract close-out.

1.03 2A Contractor shall furnish and install all Site concrete. This includes sidewalks, concrete footings and slabs at the Generator Enclosure, Transformer Enclosure, Dumpster enclosure, exterior site retaining walls, and concrete stairs outside of the building. 2A Contractor shall furnish and install footings for all playground equipment, mow tables at building perimeter and fences, the perimeter curb at playgrounds, curb and gutter, exterior stair nosings and caulking as necessary. Expansion joints shall be capped with 2" deep preformed strips to be removed immediately prior to caulk. All exterior equipment pads for 15A and 16A equipment will be the responsibility of the 15A and 16A Contractors. Heavy-duty concrete paving at the loading dock is by 2A Contractor. Transformer and Generator equipment pads will be furnished and installed by the 16A Contractor. Footings for canopies that attach to the building are by 3A Contractor. Any other footings for site walls are part of the 2A Contractor's scope. Masonry for site walls, Generator Enclosure, and Dumpster enclosure is by 4A Contractor. 7A Contractor is responsible to furnish and install metal coping for the Generator, Transformer, and Dumpster Enclosures. 4A Contractor shall furnish and install rebar for masonry walls at the Generator Enclosure Transfer Enclosure, and Dumpster enclosure.

1.04 15A Contractor shall furnish and install metal downspout boots per contract documents.

1.05 15A Contractor shall provide all final connections to water, storm and sanitary piping work at a point within five (5) feet from building line or any structure which touches the building (i.e., canopies, loading dock, etc.), as required by the Contract Documents. 15A Contractor shall furnish and install all equipment supports and roof curbs, provide any provisions required to level curbs, provide and install integral water diverters/crickets as necessary.

1.06 15A Contractor to insulate and waterproof all exposed exterior ductwork and mechanical piping, whether shown or not.

1.07 15A will provide temporary rain leader piping from all new roof drains as directed by Construction Manager until permanent tie-in occurs. The temporary rain leaders shall be run to the nearest SWM facility/structure as directed by the Construction Manager until the permanent tie-ins are available.

1.08 15A Contractor shall coordinate with the 3A Contractor regarding underground work, mechanical openings, and embedded items. The 15A Contractor must coordinate with the 4A, 5A, and 9A Contractors regarding duct openings, pipe sleeves, and embedded piping. The 15A Contractor shall provide field layout for ductwork penetrations, and sleeves and layout for pipe penetrations.

1.09 The 15A Contractor will provide a minimum of two (2) crews working on underground rough-in concurrently until all underground work is complete. Each crew will require a backhoe and sufficient labor to install and backfill pipe. In the event the 15A Contractor fails to complete rough-in prior to scheduled slab pour, costs to block out, remove, or repair slabs bear solely on the 15A Contractor.

1.10 15A Contractor shall furnish steel lintels for all duct openings and dampers. Provide steel lintels in accordance with schedule on structural drawings or as necessary.

1.11 15A Contractor shall obtain all required permits, secure all inspections and provide all tests and certifications required by the Contract Documents to obtain a Use and Occupancy permit. Documentation of each inspection shall be provided upon receipt to the Owner and Construction Manager.

1.12 15A Contractor will stockpile any spoils in areas directed by the Construction Manager associated with 15A work for removal offsite by the 2A Contractor.

1.13 15A Contractor shall coordinate with 5A Contractor regarding openings, supports, framing, and bracing for mechanical equipment. 15A Contractor shall, within thirty (30) days of Notice to Proceed, furnish to the 5A Contractor, complete marked-up steel drawings showing actual openings, layout, support and fabrication dimensions necessary for detailing and fabrication of steel with relation to plumbing, mechanical work and sprinkler work. Dimensions are to be referenced off of column lines. Any opening or support required but not shown on structural drawings for 15A work is the responsibility of 15A. This includes any channel joist bracing, hangers, steel, and all other incidentals required including painting of welds. 15A Contractor will be responsible for any additional cost incurred by the 5A Contractor for not providing this information to the 5A Contractor within the time frame stipulated.

1.14 15A Contractor shall furnish all access panels (fire rated if required) as necessary for proper access to installed mechanical, plumbing and sprinkler work, in all surfaces.

1.15 15A Contractor will provide fire safing and fire caulk as necessary at all 15A penetrations through walls, floors or shafts.

1.16 15A Contractor shall be required to furnish layout for all interior concrete pads related to the work in this package, including concrete housekeeping pads, equipment bases, tank pads, roof top units, blockouts and all other mechanical equipment. All interior concrete pads, foundations and reinforcement for 15A equipment are to be furnished and installed by 3A. If concrete is not shown, but required, or if pad shown is smaller than required for interior 15A equipment, 15A is responsible for all costs as part of base bid for the concrete. Provide housekeeping pads under all mechanical equipment, which sit on the floor or at grade. Concrete pads shall be 4" high unless another height is specifically indicated. 15A Contractor shall be required to furnish and install all concrete and incidentals for all exterior concrete pads for 15A equipment which includes but is not limited to the concrete pads for the gas meters.

1.17 15A Contractor will be responsible for all work required for suspended mechanical equipment support.

1.18 15A Contractor shall caulk around all plumbing fixtures.

1.19 15A Contractor shall protect all drains/cleanouts with plugs or appropriate material to prevent debris generated by other Contractors from clogging or damaging drainage piping and/or cleanout covers. 15A Contractor shall be responsible for removing and cleaning off of protective material.

1.20 15A Contractor shall promptly provide temporary closures at louver openings and maintain closures until permanent louvers are installed. Ducts to all louvers are to be sloped to exterior and flashed/waterproofed as necessary to maintain a watertight interface between duct and louver. Provisions, as necessary, are to be provided to allow water to weep out of louver to exterior. If necessary, duct to be provided with a drain and piped to closest storm drain or out of exterior wall as directed by the Construction Manager. All work, as referenced above, is part of base bid cost.

1.21 15A Contractor shall be responsible for the final connections to items such as, but not limited to, food service equipment, grease trap, casework, residential appliances, and shop equipment. Final connections include all ductwork, as well as pipe connections, water, gas or sanitary. Residential appliances if specified in Divisions 22 or 23 are to be furnished and installed by 6A Contractor. 15A Contractor shall make final mechanical connections.

1.22 15A Contractor shall immediately provide and maintain properly secured and labeled protective covers over all deck and roof penetrations left for his work.

1.23 In the event high or low voltage is required, but not shown for ATC or mechanical equipment, the 15A Contractor will be responsible for providing all provisions necessary to energize and make complete. This includes, but is not limited to, conduit, wiring, and final connection to breaker and equipment.

1.24 15A Contractor will supply splash block or rip rap for roof overflow drains if required. 15A Contractor will furnish and install architectural roof overflow scuppers and associated caulk. 15A Contractor shall coordinate installation with the 4A, 7A, 8A, and 9A Contractors as required.

1.25 Permanent heat and cooling start-ups may take place within six (6) months prior to the date of Substantial Completion, as directed by the Construction Manager. The permanent heating system shall remain in operation following start-ups, as directed by the Construction Manager. 15A will furnish, install, and maintain any and all filters as necessary. The 15A Contractor will provide a complete filter change on all units, within twenty (20) days prior to Substantial Completion. The warranty for all equipment commences on the date of substantial completion. Any cost for extended warranty due to startup are to be included in bid price.

1.26 16A Contractor shall coordinate with 15A Contractor regarding motor starters for mechanical equipment. 16A Contractor shall furnish and install all motor starters, contactors, safety switches, disconnect switches, phase and voltage protection.

1.27 15A Contractor shall furnish and install any variable speed controllers.

1.28 15A Contractor will provide 5/8" plywood over 2” Styrofoam roof protection while working on the roof.

1.29 15A Contractor will provide coordinated layout drawings for all mechanical work. This shall be coordinated with structural steel, catwalks, pipe supports, acoustical baffles/panels, finished ceiling, and electrical lighting/devices. This includes roof drainage piping/overflow piping route to point of tie in at grade or point of exit out of building.

1.30 Any fireproofing damaged or removed by 15A Contractor will be repaired by 15A Contractor.

1.31 Louvers in wood or hollow metal doors and frames will be provided by the 6A Contractor.

1.32 15A Contractor will furnish and install pans, sloped bed, and metal flashing as necessary to provide a watertight connection between unit ventilators and louvers.

1.33 Trap primer lines cannot be run in the slab. All trap primer rough-in must be under deck for elevated slabs, and in dirt/gravel subgrade of 1st floor slab. 15A Contractor shall insulate entire length of trap primer lines. Cost to be included in base bid.

1.34 15A Contractor will dewater excavations as necessary to maintain progress for work in this package.

1.35 15A Contractor will be responsible for all grading, backfill, concrete, and any other items associated with exterior equipment furnished under the 15A package.

1.36 15A Contractor will be responsible to regrade and compact subgrade when disturbed by 15A work. If subgrade is made unsuitable by this work, at determined by the Construction Manager, the 15A Contractor will undercut and replace at no-cost change.

1.37 All stenciling for 15A work will be performed by the 15A Contractor.

1.38 Drain tile and piping at elevator pits shall be tied into the closest available storm drainpipe, which allows positive flow. This piping shall be furnished and installed by 3A. If required by code, the 15A Contractor will furnish and install a backflow preventer at the area where the drain tile ties into the storm drain as well as providing access provisions as necessary for valve maintenance. In addition, 15A will provide final fitting and connection of 3A pipe to 15A pipe.

1.39 In the event fire safing, fire stopping, fire caulk, or fire rated infill is required to maintain rating of a slab in a shaft or chase assembly but not shown, 15A Contractor shall furnish and install as part of base bid.

1.40 Any excavation must be backfilled within forty-eight (48) hours or the borrow removed from excavation shall be hauled offsite. Borrow or stone, as necessary, shall be hauled back in for backfill as part of base bid price.

1.41 15A Contractor to furnish and install all drain tile, trench drains, piping, and incidentals with accessible backflow preventers whether indicated or not.

1.42 Any lintel in a firewall must be precast or a bond beam if approved by the Structural Engineer. Steel lintels are unacceptable. 4A Contractor to provide as part of base bid cost. This includes openings for 15A penetrations at firewalls.

1.43 No duct or piping can be run over, through electric rooms, or over electric panels unless specifically shown. If shown, 15A Contractor shall provide sheet metal drip pans as necessary with drainpipe run as necessary to closest pipe and drain per code.

1.44 15A Contractor shall enclose slab as necessary at pipe/duct penetrations and chase to maintain fire rating of floor system.

1.45 Commissioning Authority duties per Specification Sections 01 9113 will be performed by an Owners Agent. The Owner will contract a Commissioning Agent. 15A Contractor is responsible to coordinate and provide labor, material, equipment, and incidentals as referenced in Specification Sections 01 9113 to enable the Commissioning Agent to perform his work as specified.

1.46 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.47 The 5A, 6A, 9A, 15A, and 16A Contractors will develop and coordinate ceiling drawings in layers utilizing the Owner's CADD Operator. 5A Contractor will provide detailed drawings to commence the coordination process. 9A Contractor will establish ceiling grid layout with any special panels noted. 9A Contractor will also locate in plan all other ceiling mounted items by trades other than 15A and 16A (i.e., projection screens, cubicle curtains, folding partitions, etc.). 16A will provide light layout on 9A Contractor's drawing, which includes height of light above finished ceiling and any clearance requirements. 16A Contractor will show route of major conduits and cabling in plan and elevation, as well as exit signs, fire alarm devices, speakers, security devices or any other 16A ceiling mounted item. 15A Contractor will show ductwork, plumbing/HVAC piping, refrigeration piping, VRF equipment, ceiling mounted equipment, and sprinkler piping. 15A and 16A Contractors will also provide all required coordination information for all mechanical rooms. Owner will employ CADD operator and pay all costs to generate drawings and subsequent revisions. All contractors are required to participate and attend coordination meetings with the Owner's CADD Operator. All contractors are required to have a line item on their Schedule of Values for the value of this work.

1.48 The 15A and 16A Contractors shall provide all required color coding and stenciling of mechanical piping, ductwork, equipment, conduit, etc. General painting of exposed piping ductwork, equipment, conduit, etc. will be performed by the 9E Contractor.

1.49 15A Contractor will furnish and install any sleeves or conduit required for refrigeration, syrup tubing, or carbonation tubing per Specification Section 11 4000.

1.50 15A Contractor shall, within fifteen (15) days of award of contract, provide coordination drawings showing the location and elevation of all underground piping. The drawing shall also include the location and dimensions of all required mechanical trenches and slab depressions.

1.51 15A and 16A Contractors shall provide a mockup of a typical VRF cassette to include equipment piping, wiring, disconnect, and selector box configuration for review and approval by the owner and the design team to demonstrate acceptable workmanship and acceptable service access prior to commencing installation of mechanical and electrical equipment.

1.52 15A and 16A Contractors shall provide a mockup of typical dampers for review and approval by the owner and the design team to demonstrate acceptable workmanship and acceptable service access prior to commencing installation.

1.53 15A Contractor shall perform all sprinkler system hydrostatic tests. Frequency and quantity of tests will be as directed by the Construction Manager to maintain job progress. This is to include entire zones or partial zones as directed by the Construction Manager. All costs to be included in base bid.

1.54 All welding performed under this contract package shall be by certified welders. Welders Certificates must be submitted to the Construction Manager prior to any welding being performed.

1.55 15A Contractor shall provide as-builts for locations and inverts for lines leaving building for coordination with 2A Contractor.

1.56 15A Contractor to provide as-builts for sanitary sewer or storm water lines under the concrete building slab at intervals not to exceed twenty (20) feet. As-builts must be provided prior to slab preparation.

1.57 15A Contractor shall furnish and install all signage related to the sprinkler system as required by the Fire Marshal.

1.58 15A Contractor shall coordinate with 2A Contractor for requirements to flush the entire domestic and fire line supply piping. 15A Contractor shall flush the entire domestic and fire line supply piping installed for this project. All costs for testing and flushing of these lines are to be included in the base bid. The 15A Contractor shall coordinate and schedule these inspections with the City Fire Marshal, Frederick City DPW, and the Construction Manager as required.

1.59 15A Contractor shall video record all underground plumbing drain lines prior to initial slab preparation work and at the completion of the project. Each video shall be recorded in digital format. Upon completion of each recording, the 15A Contractor shall deliver a copy of the recording via USB to the Construction Manager for review and approval.

1.60 15A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 15A Contractor will be required to have a line item on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.61 15A Contractor shall provide filtration media with a minimum efficiency reporting value (MERV) of eight (8) at all return air grilles. The Contractor shall replace all filters at least once each week.

1.62 15A Contractor will employ the services of a utility locator company to test pit and identify existing utilities prior to commencing with work to the existing utility or installation of new work.

1.63 15A Contractor shall be responsible to provide temporary/permanent climate control as directed by the Construction Manager to any area of the building that has walls (temporary or permanent), floor deck or roof deck above. 15A Contractor to assume providing climate control beginning December 2020.

1.64 15A Contractor shall provide temporary climate control (heating, cooling, and humidity) for all building areas. Temporary climate control shall be installed and operating in each building area or portion thereof that has been enclosed with temporary or permanent construction. 15A Contractor shall provide temporary cooling and heating as required to protect all construction materials from the potential adverse effects of high or low temperature and humidity. Upon delivery of ceiling materials, wood doors, wood flooring and/or other finish materials to a location within the building, environmental conditions in all spaces where the materials will be either stored or installed shall be permanently maintained at 75°F. (±2°F) and 50% RH (±5%). 15A Contractor shall pay for all utility, fuel, operational, maintenance and repair costs associated with providing the environmental conditions indicated above until the Owner accepts occupancy of the building. The 15A Contractor shall achieve the climate control described above by use of temporary equipment until the permanent systems can be utilized. In the event that the permanent utilities, (natural gas and permanent electric), are complete and available for use by the 15A Contractors temporary equipment, the owner will pay for those utility consumption fees only. The 15A Contractor will be responsible for all coordination and connections to the public utility from their temporary equipment. The 15A Contractor shall assume that permanent utilities will not be available during the first required heating season.

1.65 The 15A Contractor shall furnish and install the grease interceptor (grease trap) as indicated in the Contract Documents. 15A Contractor shall install connection from building to the grease trap and coordinate the

outfall connection with the 2A Contractor. 15A Contractor is responsible for all permits, inspections, and final connections related to the grease interceptor.

1.66 15A Contractor is responsible for all low voltage wiring and connections to 15A equipment not included in work described in Specification Section 23 0900. 15A Contract shall also be responsible for all low voltage wiring and connections to all smoke and fire/smoke dampers for LED indicators and remote controllers.

1.67 15A Contractor is responsible to have approved shop drawings of the complete VRF system prior to beginning installation. 15A Contractor shall provide as-built drawings for the complete VRF system as part of the contract close-out.

1.68 Particular attention must be paid to clearances and space required around the proposed cable tray. Items of note include:

1. No ceiling or support wire can be attached, pass thru, or splay over the cable tray.
2. No mechanical valves, pipe, joints, or mechanical equipment (i.e., VAV box) can be located above the cable tray.
3. 12" clearance at the side of the cable tray is required.
4. 12" clearance above the cable tray is required. In special isolated cases, 4" clearance is acceptable if approved by Construction Manager.
5. No ballast can be closer than 12" to cable tray.
6. No motor can be closer than 36" to cable tray.

Ceiling coordination drawings are required for 15A and 16A. 15A and 16A need to indicate relationship of cable tray to other above ceiling elements on ceiling coordination drawings.

Contract Package 16A
Electrical (Including Low Voltage)

Contractor shall provide all labor, material, equipment, and supervision necessary for and reasonably incidental to the completion of all Electrical Work in accordance with the complete set of Contract Documents.

The following are requirements of this package:

General Scope of Work Items 0.01 through 0.44, listed at the beginning of this specification section, apply to all Contract Packages.

1.01 16A Contractor shall furnish and install all electrical work required by the contract documents including, but not limited to all divisions 26, 27, and 28 items complete, all power distribution systems, lighting systems, emergency power and lighting systems, theatrical lighting, electrical service entrance systems, sound control devices, lightning protection systems, fire alarm systems, voice, data and video systems, telecommunication and public address systems, media retrieval and distribution systems, sound systems, library and building security systems, closed-circuit television systems and occupancy sensor systems.

1.02 16A Contractor will make final connections to all Owner furnished equipment identified in Contract Documents.

1.03 16A Contractor to install 800 amp temporary electric service. 16A Contractor shall maintain and distribute temporary electrical service to the site. Provide and maintain adequate temporary lighting, ten (10) foot candles in all interior areas or as per MOSH / OSHA codes whichever is greater, and adequate electrical service for all trades. This includes but is not limited to 240/120 volt service at multiple locations throughout the building for the use of all Contractors requiring same to perform their work. The 16A Contractor shall provide temporary lighting fixtures immediately following placement of metal floor or roof deck in each area of the building. Temporary lighting fixtures shall be compatible for use in wet/damp areas as necessary. The 16A Contractor shall promptly re-lamp temporary lighting fixtures as necessary for the duration of the project. The 16A Contractor shall route temporary service such that it does not impede the progress of work.

1.04 16A Contractor shall coordinate and schedule his work with the 3A and 4A Contractors to provide for accurate and timely installation of all items embedded and installed in floors or walls including, but not limited to, sleeves, conduits, boxes, backbones, panel boards, etc. 16A Contractor shall install all work plumb and flush with the finished wall or floor it is being installed in. 16A Contractor shall adequately support all work to prevent movement during wall and floor construction. 16A Contractor shall coordinate and verify the actual location of equipment to be wired with the Contractors who are providing the equipment. This coordination and verification is required to take place prior to installation of rough-ins.

1.05 16A Contractor shall obtain all required permits, secure all inspections and provide all test and inspections required by the Contract Documents to obtain a Use and Occupancy permit. Documentation of each inspection shall be provided upon receipt to the Construction Manager.

1.06 16A Contractor will meet with Fire Marshal to review and receive comments on annunciator panel prior to release for fabrication.

1.07 16A Contractor shall provide 15A Contractor with a temporary Data Line for programming and operation of mechanical equipment as directed by the Construction Manager.

1.08 16A Contractor shall furnish and install complete power connections and final connections for all equipment installed under this package and other packages including, but not limited to, food service equipment, gymnasium equipment, shop equipment, pumps, motors, panels, residential appliances, stage and theater equipment, etc. as required by the contract documents. The 16A Contractor shall check and verify that the power being provided (amperage, voltage, phase, etc.) matches the power requirements of the equipment being connected to. The 16A Contractor shall report any deviations to the Construction Manager prior to making the connection.

1.09 16A Contractor shall coordinate with 15A Contractor regarding motor starters for mechanical equipment. 16A Contractor shall furnish and install all motor starters, contactors, safety switches, disconnect switches, phase and voltage protection, and controls.

1.10 16A Contractor shall furnish and install complete fire alarm system as indicated by the Contract Documents. 16A Contractor shall also provide all required electrical connections to all alarm devices, including but not limited to, water gongs, flow switches, magnetic door holders, and tamper switches installed by others.

1.11 16A Contractor shall furnish and install all exterior conduit ducts and incidentals including but not limited to, gas, electric, phone, CATV, fiber optic & spares, duct banks, transformer pads, manholes, concrete, etc. as required by the Contract Documents. The 16A Contractor will coordinate this work with the Construction Manager, Owner, and all applicable Utility companies. This work also includes excavation, concrete, and backfill.

1.12 The 16A Contractor will furnish and install all backboards necessary to mount equipment if not indicated on the contract drawings. This shall be ¾" FRT plywood if required.

1.13 16A Contractor shall submit Fire Alarm wiring diagram and annunciator plan sixty (60) days after Notice to Proceed.

1.14 16A Contractor shall be required to provide concrete related to the work of this package, including encasement of underground conduits, and light pole bases. Interior housekeeping and interior equipment pads will be provided by the 3A Contractor. Coordination and layout of pads for 16A work will be provided by the 16A Contractor. In the event a larger pad or a pad is required but not shown on the drawings, the 16A Contractor will be responsible for installing this concrete work complete. Housekeeping pads are required under all electrical equipment which sit on the floor or at grade. Pads shall be 4" high unless another height is specifically indicated.

1.15 2A Contractor shall furnish and install all Site concrete. This includes sidewalks, concrete footings and slabs at the Generator Enclosure, Transformer Enclosure, Dumpster enclosure, exterior site retaining walls, and concrete stairs outside of the building. 2A Contractor shall furnish and install footings for all playground equipment, mow tables at building perimeter and fences, the perimeter curb at playgrounds, curb and gutter, exterior stair nosings and caulking as necessary. Expansion joints shall be capped with 2" deep preformed strips to be removed immediately prior to caulk. All exterior equipment pads for 15A and 16A equipment will be the responsibility of the 15A and 16A Contractors. Heavy-duty concrete paving at the loading dock is by 2A Contractor. Transformer and Generator equipment pads will be furnished and installed by the 16A Contractor. Footings for canopies that attach to the building are by 3A Contractor. Any other footings for site walls are part of the 2A Contractor's scope. Masonry for site walls, Generator Enclosure, and Dumpster enclosure is by 4A Contractor. 7A Contractor is responsible to furnish and install metal coping for the Generator, Transformer, and Dumpster Enclosures. 4A Contractor shall furnish and install rebar for masonry walls at the Generator Enclosure Transfer Enclosure, and Dumpster enclosure.

1.16 16A Contractor shall electrify Food Service equipment and appliances specified. 16A Contractor will coordinate with the 6A and 11A Contractors, to ensure that proper rough-ins and receptacles are provided under this Contract.

1.17 Conduit below slabs on grade shall be installed in stone dust below the bottom plane of slab or as specified. In the event slab rough-in is not complete prior to a scheduled slab pour, the 16A Contractor will rough in balance of work overhead. No conduit will be allowed in elevated decks or slabs.

1.18 Spoils from 16A Contractor work will be stockpiled by 16A as directed by the Construction Manager and disposed in a legal manner offsite by the 2A Contractor.

1.19 Permanent heat and cooling start-ups may take place within six (6) months prior to the date of substantial completion, and as directed by the Construction Manager. The permanent system shall remain in operation following start-ups, as directed by the Construction Manager. The 16A Contractor shall complete all work necessary to properly electrify the heating system equipment for its use as described above and incur any cost for extended warranty as part of base bid price.

1.20 Permanent lighting will be utilized within six (6) months prior to substantial completion. 16A Contractor will replace lamps and tubes as necessary and incur any cost for extended warranty as part of base bid price. 16A

Contractor shall provide dust protection for all light fixtures from time of install until final cleaning occurs. 16A Contractor will be responsible for final cleaning of any light fixtures that are not provided with dust protection.

1.21 16A Contractor will caulk as necessary any 16A work, which abuts material by others.

1.22 16A Contractor will fire safe or fire caulk all 16A penetrations through walls or slabs.

1.23 16A Contractor will furnish all access panels (fire rated if required) as necessary for 16A work. These will be installed by others.

1.24 16A Contractor will furnish and install all pigtails as necessary to connect equipment wire by others to receptacle as furnished by 16A Contractor. This includes installation of temporary electric required by other trades.

1.25 16A Contractor shall furnish and install all site lighting, conduit, concrete pole bases, and concrete pads for exterior electric equipment, anchor bolts, and accessories as required by the Contract Documents.

1.26 16A Contractor will provide 5/8" plywood over 2" Styrofoam roof protection while working on the roof.

1.27 Any fireproofing damaged or removed by 16A Contractor will be repaired by 16A Contractor.

1.28 16A Contractor will be responsible to regrade and compact subgrade when disturbed by 16A work. If subgrade is made unsuitable by this work, 16A will undercut and replace at no-cost change.

1.29 16A Contractor is responsible for furnishing and installing transformer pads and incidentals as per Power Company details.

1.30 16A Contractor to furnish, install, and maintain temporary exit signs and 'no smoking' signs as necessary in compliance with MOSH/OSHA standards during construction. Signs are to be removed at Construction Manager's direction. Any patching as necessary shall be included as part of base bid cost.

1.31 16A Contractor is responsible for in-wall fire-treated wood blocking to support any 16A fixture or equipment, which weighs over four (4) pounds.

1.32 16A Contractor shall provide sleeves, conduit, boxes, wire, and devices as specified or shown, for the T.V., communication, computer systems, and security systems, as required.

1.33 Particular attention must be paid to clearances and space required around the proposed cable tray. Items of note include:

1. No ceiling or support wire can be attached, pass thru, or splay over the cable tray.
2. No mechanical valves, pipe, joints, or mechanical equipment (i.e., VAV box) can be located above the cable tray.
3. 12" clearance at the side of the cable tray is required.
4. 12" clearance above the cable tray is required. In special isolated cases, 4" clearance is acceptable if approved by Construction Manager.
5. No ballast can be closer than 12" to cable tray.
6. No motor can be closer than 36" to cable tray.

Ceiling coordination drawings are required for 15A and 16A. 15A and 16A need to indicate relationship of cable tray to other above ceiling elements on ceiling coordination drawings.

1.34 The 5A, 6A, 9A, 15A, and 16A Contractors will develop and coordinate ceiling drawings in layers utilizing the Owner's CADD Operator. 5A Contractor will provide detailed drawings to commence the coordination process. 9A Contractor will establish ceiling grid layout with any special panels noted. 9A Contractor will also locate in plan all other ceiling mounted items by trades other than 15A and 16A (i.e., projection screens, cubicle curtains, folding partitions, etc.). 16A will provide light layout on 9A Contractor's drawing, which includes height of light above finished ceiling and any clearance requirements. 16A Contractor will show route of major conduits and cabling in plan and elevation, as well as exit signs, fire alarm devices, speakers, security devices or any other 16A ceiling mounted item. 15A Contractor will show ductwork, plumbing/HVAC piping, refrigeration piping, VRF equipment, ceiling mounted equipment, and sprinkler piping. 15A and 16A Contractors will also provide all required coordination information for all mechanical

rooms. Owner will employ CADD operator and pay all costs to generate drawings and subsequent revisions. All contractors are required to participate and attend coordination meetings with the Owner's CADD Operator. All contractors are required to have a line item on their Schedule of Values for the value of this work.

1.35 15A Contractor shall furnish, install, and maintain fire extinguishers onsite and in building per MOSH/OSHA requirements. All Trades are to provide fire extinguishers, blankets, eyewash stations, and any other provisions for any work performed by the Contractor in accordance with MOSH/OSHA requirements.

1.36 Any receptacle provided under this scope of work 6' or closer to a source of water (i.e., sink fume hoods, emergency shower, etc.) or in Kitchen shall be a "GFI" type whether indicated or not in the contract documents and shall be included in base bid cost.

1.37 Commissioning Authority duties per Specification Section 01 9113 will be performed by an Owners Agent. The Owner will contract a Commissioning Agent. 16A Contractor is responsible to coordinate and provide labor, material, equipment, and incidentals as referenced in Specification Section 01 9113 to enable the Commissioning Agent to perform his work as specified.

1.38 16A Contractor shall install four (4) security cameras (3 fixed and 1 PTZ), two (2) DVR's and two (2) monitors which will be provided by FCPS. DVR's and Monitors are to be installed in the Construction Managers trailer as directed by the Construction Manager. 16A Contractor shall provide 2000' of RG59 siamese cable for installation of cameras in locations as determined by the Construction Manager. 16A Contractor shall include all mounting brackets, masts, connectors and final connections for a complete operating system. These services will be subject to relocation one (1) time if necessary and shall be removed by the 16A Contractor at the end of the project when directed by the Construction Manager. All costs are to be included in the base bid.

1.39 15A and 16A Contractors shall provide all required color coding and stenciling of mechanical piping, ductwork, equipment, conduit, etc. General painting of exposed piping ductwork, equipment, conduit, etc. located in public areas will be performed by the 9E Contractor.

1.40 15A and 16A Contractors shall provide a mockup of a typical VRF cassette to include equipment piping, wiring, disconnect, and selector box configuration for review and approval by the owner and the design team to demonstrate acceptable workmanship and acceptable service access prior to commencing installation of mechanical and electrical equipment.

1.41 15A and 16A Contractors shall provide a mockup of typical dampers for review and approval by the owner and the design team to demonstrate acceptable workmanship and acceptable service access prior to commencing installation.

1.42 16A Contractor shall provide as-builts and spray paint exterior conduit run locations prior to landscaping and exterior signage installation.

1.43 16A Contractor shall obtain all required permits, secure all inspections and provide all tests and certifications required by the Contract Documents to obtain a Use and Occupancy permit. Documentation of each inspection must be provided upon receipt to the Construction Manager.

1.44 At the Construction Managers direction, the 16A Contractor shall furnish, install, maintain, and remove security lighting at roof level to shine down onsite. This shall be 50-watt LED fixtures with photo electric control. Fixtures are to be placed 80' on center around the new building perimeter. Also, two (2) additional fixtures are to be installed on the Construction Manager's trailer at locations provided by the Construction Manager. This includes all conduit, wiring, fixtures, and incidentals. Any patch or repair necessary after removal is part of this cost which shall be included in the base bid.

1.45 16A Contractor is responsible for all stage lighting and controls as required by the Contract Documents. 16A Contractor to provide all required steel and miscellaneous supports not indicated on the Contract Documents but required for a complete installation.

1.46 16A Contractor shall include in base bid costs to provide two (2) laborers for general cleaning for 400-hours each (800 hours total) to be used at the direction of the Construction Manager. This cost is separate and in addition to cost of daily cleanup of trash generated by this Contract Package. The Construction Manager will coordinate these efforts and verify hours expended. The 16A Contractor will be required to have a line item

on their Schedule of Values to draw from on a monthly basis for hours expended. Contractor will be subject to adjustment by deduct change order for any hours not expended.

1.47 16A Contractor shall provide power to all temporary climate control equipment provided by the 15A Contractor prior to utilization of permanent HVAC systems.

1.48 16A Contractor will employ the services of a utility locator company to test pit and identify existing utilities prior to commencing with work to the existing utility or installation of new work.

1.49 16A Contractor shall furnish and install the building security system as required by the Contract Documents. The 16A Contractor shall coordinate with the 6A and 8A Contractors for raceways, cabling, and rough-in requirements for installation into 6A and 8A provided frames respectively.

1.50 2A Contractor is responsible to furnish and install all concrete and concrete accessories for the site school sign in accordance with the contract documents. 2A Contractor shall coordinate with the 4A, 5A, 6A & 16A Contractors for layout and required rough-ins prior to placement of concrete. 4A Contractor is responsible to furnish and install CMU, rebar, brick veneer, and cast stone cap for the site school sign. 5A Contractor is responsible for any steel, anchor bolts, or steel lintels required. 6A Contractor is responsible to furnish and install wood blocking, the LED Signage, and Cast Lettering as required by the contract documents. 7A Contractor shall furnish and install metal coping. 16A Contractor is responsible for all power and data rough-ins and final terminations.

1.51 16A Contractor is responsible for Emergency Radio In-Building Amplification System in accordance with Specification Section 27 7000. 16A shall carry an allowance of $75,000.00 for the system in their schedule of values. 16A contract will be subject to adjustment by change order when the final cost of the system has been determined. If after field testing by the AHJ, the system is not required, the 16A contract will be adjusted by change order for 100% of the scheduled value for this system ($75,000.00).

1.52 16A Contractor to furnish and install projector mounts in accordance with the following:

Provide ceiling-mounted projector plate mounts at all locations as indicated on the drawings. Approved grid-mounted 24” x 24” projector drop-in tile (lightweight suspended ceiling kit) plates are Peerless model #CMJ455. Projector ceiling plates shall be mounted in accordance with all of the manufacturer’s installation requirements. 16A Contractor shall coordinate installation of Projector ceiling plate’s AC outlet and communication outlet with the power and communication drops and the various ceiling fixtures as indicated on project drawings. 16A Contractor shall coordinate installation of the projector ceiling plate’s location with the center of the room’s projection screen and co-ordinate the throw distance(s) (the distance from ceiling mounted projector plate to the screen surface) with the Owner. 16A Contractor shall provide a minimum of 6' of above ceiling slack in the flexible metallic power cable (i.e.; MC type) to accommodate future minor relocation of ceiling mounted projector plates. Communications contractor shall likewise provide a minimum of 6' of above ceiling slack of in-room HI-Low audio/video/VGA cabling to the projector plates. Provide as indicated on the drawings, at the High Projector outlet, 36” of slack with connectors to extend to the Owner’s projectors. In the future, the Owner will complete the installation of the ceiling mounted projectors with the addition of compatible projector brackets and extension columns (as needed). Data/Video projectors, projector brackets and extension columns are not provided in this specification.

1.53 16A Contractor shall furnish, install, and maintain temporary lighting at the paved parking lot indicated on Contract Drawing PC-3A. 16A Contractor to provide six (6) 20-foot utility poles with two (2) 400-watt metal halide fixtures for each pole. Poles are to be spaced equally around the parking lot. Power for this lighting is to be fed via conduit from the 800-amp temporary service being installed under this Contract Package. 16A Contractor will be required to remove conduit and power supply, utility poles, and fixtures at the end of the project as directed by the Construction Manager.

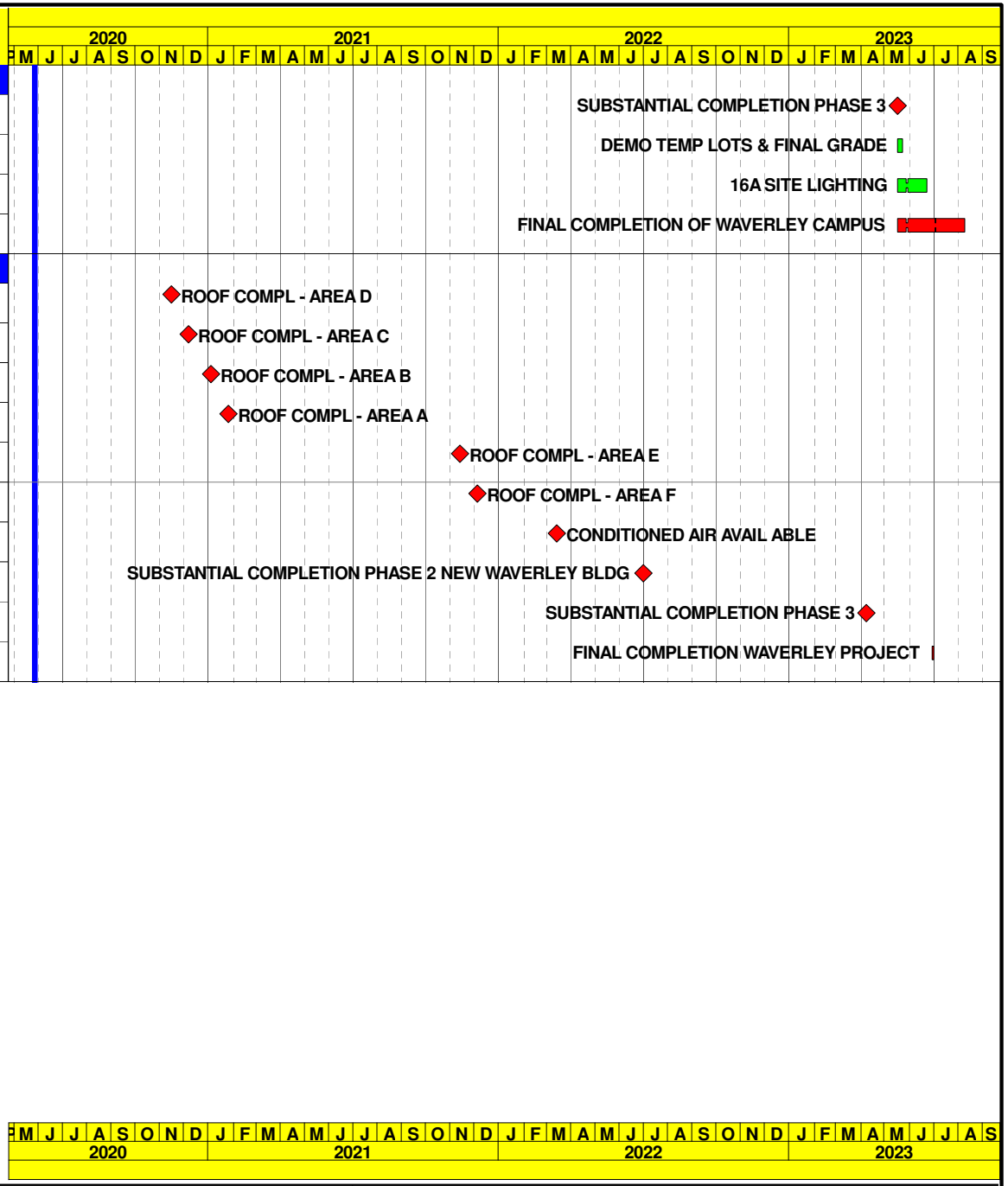
WAVERLEY ELEMENTARY SCHOOL
Preliminary Schedule

Oak Contracting LLC
March 16, 2020

Act ID	Activity Description	Early Start	Early Finish
AWARD			
1	NOTICE OF AWARD - ALL PACKAGES	27MAY20	
PHASE 1 STAGE A			
2	NOTICE TO PROCEED PHASE 1 STAGE A PACKAGES	10JUN20*	
4	SUBMIT / APPROVAL - MATERIALS ALL PACKAGES	10JUN20	15JUL20
6	LAYOUT L.O.D.	11JUN20	12JUN20
8	PRE-CON WITH SCD INSPECTOR	15JUN20	15JUN20
26	RELOCATE PLAY AREA	15JUN20	19JUN20
14	CLEAR TEMP PARKING / STAGING LOT	16JUN20	18JUN20
12	INSTALL PERIMETER FENCING - ALL PHASE 1	16JUN20	20JUN20
10	SEDIMENT & EROSION CONTROLS - ALL PHASE 1	16JUN20	24JUN20
16	GRADE TEMP PARKING / STAGING	19JUN20	22JUN20
25	PHASE 1 DEMOLITITION	22JUN20*	25JUN20
18	STONE GRADE TEMP PARKING / STAGING	23JUN20	24JUN20
21	CONDUITS FOR TEMP LOT	25JUN20	26JUN20
19	INSTALL UTILITY POLES FOR SITE LIGHTS @ TEMP LOT	26JUN20	26JUN20
27	STRIP TOPSOIL FOR ACCESS RD.	26JUN20	27JUN20
20	PAVE TEMP LOT	27JUN20	29JUN20
23	INSTALL SITE LIGHTS FOR TEMP LOT	27JUN20	29JUN20
33	GRADE FOR ACCESS ROAD	29JUN20	01JUL20
24	STRIPE TEMP LOT	30JUN20	30JUN20
PHASE 1 STAGE B			
30	NOTICE TO PROCEED PHASE 1 STAGE B PACKAGES	01JUL20*	
35	WATER LINE TO FIRE HYDRANT UNDER ACCESS RD	01JUL20	06JUL20
32	PHASE 1 BUILDING PAD TO GRADE	02JUL20	06JUL20
34	INSTALL REMAINDER OF PHASE 1 UTILITIES	02JUL20	20JUL20
38	CONSTRUCT NEW WAVERLEY BUILDING PHASE 1	07JUL20	30JUN21
43	3A CONCRETE SEQUENCE D, C, B, A	07JUL20	30JUN21
45	4A MASONRY SEQUENCE D, C, B, A	13JUL20	30JUN21

Act ID	Activity Description	Early Start	Early Finish
PHASE 1 STAGE B			
47	15A MECHANICAL PLUMBING SEQUENCE D, C, B, A	13JUL20	30JUN21
49	16A ELECTRICAL SEQUENCE D, C, B, A	13JUL20	30JUN21
37	BASE PAVE ACCESS RD & TEMP LOT	28JUL20*	30JUL20
39	DEMO & PREP ROCK CREEK DIRVE ISLE	30JUL20	31JUL20
41	BASE PAVE DRIVE ISLE	31JUL20	31JUL20
22	DEMO DRIVE ISLE	01AUG20	03AUG20
28	PAVE DRIVE ISLE	04AUG20	06AUG20
68	SUB'L COMP'L - TEMP PRKG / STAGING & DRIVE ISLE		14AUG20*
53	6A CARPENTRY SEQUENCE D, C, B, A	08SEP20	30JUN21
51	5A STEEL SEQUENCE D, C, B, A	14SEP20	30JUN21
59	9A DRYWALL & ACOUSTIC SEQUENCE D, C, B, A	05OCT20	30JUN21
55	7A ROOFING SEQUENCE D, C, B, A	02NOV20	01MAR21
57	8A STOREFRONT, C.W., WINDOWS SEQUENCE D, C, B, A	02NOV20	30JUN21
PHASE 2			
40	NOTICE TO PROCEED PHASE 2 PACKAGES	02JUL21	
61	INSTALL PHASE 2 SEDIMENT & EROSION CONTROLS	02JUL21	08JUL21
42	ABATE ROCK CREEK ELEMENTARY SCHOOL	05JUL21	02AUG21
62	INSTALL PHASE 2 SITE FENCING	09JUL21	14JUL21
44	DEMO ROCK CREEK ELEMENTARY SCHOOL	16JUL21	19AUG21
46	CONSTRUCT REMAINDER OF NEW WAVERLEY ELEM.	09AUG21	30JUN22
63	REMAINDER OF BLD PAD T GRADE	20AUG21	25AUG21
66	LANDSCAPING	02JUN22	24JUN22
48	SUBSTANTIAL COMPLETION NEW WAVERLEY ELEM.		30JUN22
76	OWNER MOVE IN NEW WAVERELY	01JUL22	10AUG22
PHASE 3			
77	OWNER MOVE OUT OF OLD WAVERLEY	01JUL22*	12AUG22
50	NOTICE TO PROCEED PHASE 3 PACKAGES	05JUL22*	
52	ABATE OLD WAVERLEY SCHOOL	15AUG22	19SEP22
54	DEMO OLD WAVERLEY SCHOOL	01SEP22	06OCT22
56	CONSTRUCT REMAINDER OF. BUS LOOP & PARKING LOT	07OCT22	17MAY23

Act ID	Activity Description	Early Start	Early Finish
PHASE 3			
58	SUBSTANTIAL COMPLETION PHASE 3		17MAY23
65	DEMO TEMP LOTS & FINAL GRADE	18MAY23	23MAY23
64	16A SITE LIGHTING	18MAY23	22JUN23
60	FINAL COMPLETION OF WAVERLEY CAMPUS	18MAY23	10AUG23
PROJECT MILESTONES			
67	ROOF COMPL - AREA D		14NOV20*
69	ROOF COMPL - AREA C		05DEC20*
70	ROOF COMPL - AREA B		04JAN21*
71	ROOF COMPL - AREA A		25JAN21*
72	ROOF COMPL - AREA E		13NOV21*
73	ROOF COMPL - AREA F		04DEC21*
74	CONDITIONED AIR AVAIL ABLE		15MAR22*
75	SUBSTANTIAL COMPLETION PHASE 2 NEW WAVERLEY BLDG		30JUN22*
78	SUBSTANTIAL COMPLETION PHASE 3		07APR23*
79	FINAL COMPLETION WAVERLEY PROJECT	30JUN23	30JUN23*



Start Date	27APR20
Finish Date	10AUG23
Data Date	27MAY20
Run Date	16MAR20 13:28

Early Bar
Progress Bar
Critical Activity

WPT3

Sheet 3 of 3

Oak Contracting LLC

WAVERLEY ELEMENTARY SCHOOL

Classic Schedule Layout

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

PREVAILING WAGE

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MD 21701
Ph 301-644-5209 Fax 301-644-5213

FORM OF PROPOSAL

WAVERLEY ELEMENTARY SCHOOL REPLACEMENT
PSC# 10.058.21
FCPS Bid # 20C17

Contract Package No: _____

Bid Documents Dated: March 16, 2020

Contractor Name: _____

The undersigned, having visited and carefully examined the site and carefully examined the Bid Announcement and Bid Documents, proposes to furnish all labor, specified materials, and specified equipment necessary to construct and properly complete all of the work required in strict accordance with the aforesaid documents using only the specified manufacturers materials for the Lump Sum as follows:

Please include the cost of providing 100% performance and payment bonds in the base bid amount. Bids are to remain valid for 200 (two hundred) calendar days after the date of the bid opening.

The price for the base bid (s) and any alternate bid (s) must be submitted as a numeric value and must be written in words. If the numeric price does not represent the price as stated in words, the words will govern.

I. Base Bid – Phase 1 Stage B Activities:

Applies to all Contract Packages in this Solicitation:
2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 15A, & 16A
To perform all activities required after July 2, 2020.

_____ Dollars ($_____)
Amount in Words Amount in Numbers

Base Bid – Phase 2 Activities:

Applies to all Contract Packages in this Solicitation:
2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 9B, 9C, 9D, 9E, 11A, 11B, 15A, & 16A
To perform all activities required after July 2, 2021.

_____ Dollars ($_____)
Amount in Words Amount in Numbers

Base Bid – Phase 3 Activities:

Applies to all Contract Packages in this Solicitation:
2A & 16A
To perform all activities required after July 2, 2022.

_____ Dollars ($_____)
Amount in Words Amount in Numbers

TOTAL BASE BID (Phase 1 Stage B, Phase 2, and Phase 3):

_____ Dollars ($_____)
Amount in Words Amount in Numbers

II. Alternates:

Contractor shall be required to review all alternate proposals listed in specification section 01 2300. You are **required** to bid each Alternate on this bid form. If acceptance of the alternate does not affect your work scope enter "no change" or "N/C" on the line. If acceptance of the Alternate impacts your work scope at no additional cost to the owner, enter "$0" (zero dollars) on the line. Blank lines, "N/A," "Not Applicable," and other similar notations, will be interpreted as "no change" if the work scope is unaffected or "$0" if work scope is impacted. Where an appropriate notation/blank line impacts the work and is interpreted at "$0," the bidder will be required to perform the work at no cost. **DO NOT LEAVE ANY OF THE ALTERNATE LINES BLANK**. Failure to follow these instructions may result in rejection of the bid or interpretation by the Purchasing Manager.

Prices for each alternate must include the cost of performance and payment bonds for said alternate.
The cost of each Alternate shall be valid for 200 (two hundred) calendar days after the date of the bid opening (unless noted otherwise) and any or all of the Alternates may be added to the Contract within this time at the discretion of the Owner.

Alternate No. 1 – SPECIALIZED PROGRAM SUITE.

The sum of _____Dollars ($_____)
Amount in Words Amount in Numbers

Alternate No. 1A – SOLID SURFACE COUNTERTOPS IN SPECIALIZED PROGRAM SUITE.

The sum of _____Dollars ($_____)
Amount in Words Amount in Numbers

Alternate No. 2 – TERRAZZO AT SELECT CORRIDORS AND SPACES.

The sum of _____Dollars ($_____)
Amount in Words Amount in Numbers

Alternate No. 4 – CASEWORK COUNTERTOPS (SOLID SURFACE VS. P-LAM).

The sum of _____Dollars ($_____)
Amount in Words Amount in Numbers

III. Unit Prices:

Unit prices are for both extra Work and credits. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit prices include all overhead and profit for the Subcontractor and Contractor. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid proposal and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices may be subject to adjustment due to market conditions or error in establishment of unit price as well. Final decision-making authority on any such proposed adjustment is the Project Architect.

Item No.	Description	Unit	Price
1.	Furnish and install riprap Class 1	Ton	$52.00
2.	Earth excavation-machine and disposal onsite	Cu. yd.	$5.00
3.	Earth excavation-machine and disposal offsite	Cu. yd.	$18.00
4.	Earth excavation-hand and disposal onsite	Cu. yd.	$90.00
5.	Earth excavation-hand and disposal offsite	Cu. yd.	$102.00
6.	Trench excavation and soil disposal onsite	Cu. yd.	$11.00
7.	Trench excavation and soil disposal offsite	Cu. yd.	$22.00
8.	Excavate and legally dispose offsite contaminated soil and replace with suitable fill	Cu. yd.	$210.00
9.	Undercut, dispose onsite, refill with MSHA #2 or #57 stone and compact per specified requirements at trench areas only	Cu. yd.	$38.00
10.	Undercut, dispose onsite, refill with CR-6, CR-1, or GAB and compact per specified requirements at trench areas only	Cu. yd.	$42.00
11.	Undercut, dispose offsite, refill with MSHA #2 or #57 stone and compact per specified requirements in open areas only	Cu. yd.	$48.00
12.	Undercut, dispose offsite, refill with CR-6, CR-1, or GAB and compact per specified requirements in open areas only	Cu. yd.	$54.00
13.	Imported screened topsoil and fine graded in place - no material larger than 1/2" in mix	Cu. yd.	$31.00
14.	Sodding	Sq. yd.	$7.00

Item No.	Description	Unit	Price
15.	Permanent seeding and mulch	Sq. yd.	$0.95
16.	Temporary seeding and straw	Sq. yd.	$0.75
17.	Furnish and install Mirafi 500x or equal	Sq. yd.	$2.50
18.	Furnish and install stabilization fabric Mirafi 160n or equal	Sq. yd.	$2.60
19.	Furnish and install Mirafi 500x or equal stabilization fabric, MSHA #2 stone 2' deep, and Mirafi 160n or equal filter cloth.	Sq. yd.	$32.00
20.	Furnish, install, maintain, and remove super silt fence and grade/re-stabilize	Ln. ft.	$13.00
21.	Furnish, install, maintain, and remove silt fence and grade/re-stabilize	Ln. ft.	$6.00
22.	Furnish and install "Leaf-gro" or equal to amend topsoil to specified organic content. Quantity based on amount of amendment used.	Cu. yd.	$38.00
23.	Furnish and install 9% soil cement 1' deep	Sq. yd.	$12.00
24.	Furnish and install 6% hydrated lime 1' deep	Sq. yd.	$10.00
25.	Furnish and install erosion control matting	Sq. ft.	$1.00
26.	Remove trench rock haul and dispose of legally offsite	Cu. yd.	$225.00
27.	Remove open rock, haul and dispose of legally offsite	Cu. yd.	$125.00
28.	Removal of existing sidewalk and spoil as necessary, dispose of legally offsite, install new 5" sidewalk with W2.0 x 2.0 mesh	Sq. ft.	$10.50
29.	Furnish and install new 5” sidewalk with W2.0 x 2.0 mesh	Sq. ft.	$8.00
30.	Saw cut and removal of existing curb and gutter and dispose of legally offsite, install new curb and gutter to match existing	Ln. ft.	$36.00
31.	Import CR-6 or GAB and compact in place to 98%	Ton	$28.00
32.	Saw, cut and remove damaged paving, dispose of legally offsite, replace with 4" base course and 2" surface course.	Sq. yd.	$55.00
33.	Combination concrete curb and gutter MSHA Mix #3.	Ln. ft.	$21.00
34.	Labor, equipment, material to repair out of tolerance or defective concrete slab.	Sq. ft.	$0.80
35.	Labor, equipment, material to furnish, install (and remove after 18 months or when directed by Construction Manager) temporary 6’-0” high fence	Ln. ft.	$8.00
36.	Furnish and install staging area -12” CR-6 on Mirafi 700 X fabric and removal/restoration of same	Sq. ft.	$4.00
37.	Spoils (generated and stockpiled by others) dispose of legally offsite	Cu. yd.	$15.00
38.	Furnish and install typical paving section, 8” GAB, 4” base course, 2” surface course	Sq. yd.	$35.00
39.	Furnish and install steel well casing for closed-loop ground heat exchanger.	Ln. ft.	$13.50
40.	Import miscellaneous stone fill (stone dust).	Cu. yd.	$8.00
41.	Import miscellaneous stone fill (stone dust) and compact in place to 98%	Cu. yd.	$12.00
42.	Undercut, dispose offsite, refill with miscellaneous stone fill (stone dust) and compact per specified requirements.	Cu. yd.	$44.00
43.	Undercut, dispose offsite, refill with approved onsite material, and compact per specified requirements.	Cu. yd.	$41.00
44.	Import GAB or CR-6.	Ton	$24.00
45.	Import and place MSHA #2 stone.	Ton	$22.00
46.	Import #57 Stone.	Ton	$27.00

Unit Prices include overhead and profit (including bond) and shall be total compensation for the extra or credit. All materials and workmanship shall be equal in character as specified or as shown on the drawings and complete, installed and finished.

IV. Capital Equipment Informational Unit Pricing:

Within twenty-four (24) hours of the bid opening, the three (3) lowest bidders in each package may be required to submit informational pricing for each item listed in section 00 4243. These prices will not affect contract award, except that failure to provide pricing may disqualify a bidder.

V. Affidavit:

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY:

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

_____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)

……..

ACKNOWLEDGEMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-reference solicitation.

Date Received by Proposer/Bidder:

Addendum No. 01 Dated 03.30.2020	Addendum No. 05 Dated 04.16.2020
Addendum No. 02 Dated 04.01.2020	Addendum No. 06 Dated 04.23.2020
Addendum No. 03 Dated 04.03.2020	Addendum No. _____ Dated _____
Addendum No. 04 Dated 04.08.2020	Addendum No. _____ Dated _____

END OF SECTION

BID 20C6, WAVERLEY ELEMENTARY SCHOOL - NEW SCHOOL CONSTRUCTION
CAPITAL EQUIPMENT INFORMATIONAL UNIT PRICES

The apparent low bidder will be required within two business days from receipt of a written request provide informational unit prices for the following equipment. This information is requested for state reporting purposes and locally to identify replacement costs. This is not a comprehensive list and all equipment shown may not be provided in contract.

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
101200 - Display Cases:			
2.4 Display Case Shelves	_____	$_____	$_____
2.5 Tack Board Panels	_____	$_____	$_____
3.5 Plastic Locker	_____	$_____	$_____
102123 – Cubicle Curtains and Track:			
2.3A Curtains	_____	$_____	$_____
102800 - Toilet, Bath, and Laundry Accessories:			
2.3C Robe Hook	_____	$_____	$_____
2.3E Shower Curtain Rod	_____	$_____	$_____
2.3F Shower Curtain and Hooks	_____	$_____	$_____
104416 - Fire Extinguishers:			
2.2 Portable, Hand Carried Fire Extinguishers	_____	$_____	$_____
105613 - Metal Storage Shelving:			
2.2 Four-Post Metal Storage Shelving	_____	$_____	$_____
107516 - Ground Set Flagpoles:			
2.3A Aluminum Flagpoles	_____	$_____	$_____
108213 - Exterior Grills and Screens:			
2.3 Exterior Screens	_____	$_____	$_____
112173 – Commercial Laundry and Dry Cleaning Equipment:			
2.4 Commercial Washer Extractors	_____	$_____	$_____
2.5 Commercial Tumbler Dryer	_____	$_____	$_____
112800 - Office Equipment:			
2.2 Literature Rack	_____	$_____	$_____
113013 – Residential Appliances:			
2.3A Electric Cooktops	_____	$_____	$_____
2.4A Electric Range	_____	$_____	$_____
2.5A Microwave Oven	_____	$_____	$_____
2.7A Refrigerator/Freezer	_____	$_____	$_____
2.8A Icemaker	_____	$_____	$_____
2.9A Dishwaher	_____	$_____	$_____
2.10A Clothes Washer	_____	$_____	$_____
2.10 Clothes Dryer	_____	$_____	$_____
114000 - Food Service Equipment:			
3.6 Equipment Schedule:			
Item #1 Utility Cart, Mobile	_____	$_____	$_____
Item #2 Dunnage Rack	_____	$_____	$_____
Item #3 Shelving	_____	$_____	$_____
Item #4 Can Rack	_____	$_____	$_____

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Item #5 Reach-in Refrigerator, Mobile	_____	$_____	$_____
Item #6 Reach-in Freezer, Mobile	_____	$_____	$_____
Item #7 Work Table	_____	$_____	$_____
Item #8 Pan Rack Cart, Mobile	_____	$_____	$_____
Item #12 Work Table	_____	$_____	$_____
Item #13 Blender	_____	$_____	$_____
Item #14 Food Processor	_____	$_____	$_____
Item #15 Combi Oven	_____	$_____	$_____
Item #16 Convection Steamer	_____	$_____	$_____
Item #19 Pass-Thru Refrigerator, Mobile	_____	$_____	$_____
Item #20 Pass-Thru Heated Cabinet, Mobile	_____	$_____	$_____
Item #21 Milk Cooler, Mobile	_____	$_____	$_____
Item #22D Cashier Stand	_____	$_____	$_____
Item #26C Ice-Cream Cabinet, Mobile	_____	$_____	$_____
Item #30 Pot & Pan Shelving, Mobile	_____	$_____	$_____
Item #33 Shelving	_____	$_____	$_____
116623 – Gymnasium Equipment:			
2.3 Basketball Equipment	_____	$_____	$_____
2.3I Basketball Backboards	_____	$_____	$_____
2.3K Basketball Goals	_____	$_____	$_____
2.3L Basketball Nets	_____	$_____	$_____
2.3M Basketball Safety Pads	_____	$_____	$_____
2.4 Volleyball Equipment	_____	$_____	$_____
2.5 Exercise Equipment	_____	$_____	$_____
2.6 Safety Pads	_____	$_____	$_____
116653 – Gymnasium Dividers:			
2.1 Roll-up Divider Systems	_____	$_____	$_____
2.4 Divider Curtains	_____	$_____	$_____
116823 - Exterior Court Athletic Equipment:			
2.2 Basketball Equipment	_____	$_____	$_____

Contractor Name: _____Project: _____Date: _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21701
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:42:15 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1499813953)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:42:15 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1499813953)

Additions and Deletions Report for

AIA® Document A310™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:42:15 ET on 05/27/2020.

PAGE 1

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21701
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

Additions and Deletions Report for AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:42:15 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:42:15 ET on 05/27/2020 under Order No. 4323301581 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:42:15 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1499813953)

BID 20C17, WAVERLEY ELEMENTARY SCHOOL - NEW CONSTRUCTION RE-BID CONTRACT PACKAGE 9D, RESILIENT/RUBBER ATHLETIC SURFACING
FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

[X] requested to be completed but not required to be notarized.

[ ] required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of

   the organization named _____ whose address is
   (Name of Corporation)
   _____ and that I

   possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

   a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

   b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

   c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

   d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

   e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;

   f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

   g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

_____

_____

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

_____
(Legal Name of Company)

_____
(dba)

_____
(Address)

_____
(City) (State) (Zip)

_____
(Telephone) (Fax)

_____
(Print Name) (Title) (Date)

_____
(Signature) (Title) (Date)

We are/I am licensed to do business in the State of Maryland as a:
( ) Corporation ( ) Partnership ( ) Individual ( ) Other

If required to be notarized:

_____ _____
(Witness) (Title)

SUBSCRIBED AND SWORN to before me on this _____day of _____, 20____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Revised 01.20.2016

BID 20C17, WAVERLEY ELEMENTARY SCHOOL - NEW CONSTRUCTION RE-BID CONTRACT PACKAGE 9D, RESILIENT/RUBBER ATHLETIC SURFACING

FREDERICK COUNTY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.

2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

    a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.

    b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or

    c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State

6. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: Maryland State Department of Education Website; House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct for additional information.

    In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature_____Date_____

Print name and title of
signatory_____

Print name of
company_____

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less then one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	**Vendor Address & Phone Number**
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. *If no conflict of interest, write "N/A" and initial.*	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

_____ _____

Signature of Vendor Authorized Representative/Date

Printed Name of Vendor Authorized Representative

PROJECT: _____
PSC#: _____

Attachment A

CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

***NOTE: You must include this document with your bid or offer*. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.**

* * * * * * * * * * * * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of ____ %. and
- The subgoals, if applicable, of:
  - ____ % for certified African American-owned businesses and
  - ____ % for certified Asian American-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

or

2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: ____ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - ____ % for certified African American-owned businesses and
  - ____ % for certified Asian American-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

_____	_____
Bidder/Offeror Name	Affiant Signature
_____	_____
Address	Printed Name & Title
_____	_____
Address (continued)	Date

October 2017

ATTACHMENT B
MBE PARTICIPATION SCHEDULE REVISED

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non- responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name	2. Prime Contractor's Address/Telephone Number
3. Project/School Name	4. Project/School Location
5. LEA Name:. PSC Number:	6. Base Bid Amount $ _____ Acceptance Alternates $ _____ Total $ _____

7a.
Minority Firm Name: _____
Minority Firm Address: _____ Telephone Number: _____
MDOT Firm Certification Number: _____ NAICS Code: _____
□African American □ Asian American □ Native American □ Women □ Hispanic □ Disabled

Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%		$	$
MDOT Certified Prime Contractor	50% of established goal OR 100% of one subgroup contract subgoal		$	$
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		$	$

7b
Minority Firm Name: _____
Minority Firm Address: _____ Telephone Number: _____
MDOT Firm Certification Number: _____ NAICS Code: _____
□African American □ Asian American □ Native American □ Women □ Hispanic □ Disabled

Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%		$	$
MDOT Certified Prime Contractor	50% of established goal OR 100% of one subgroup contract subgoal		$	$
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		$	$

7c
Minority Firm Name: _____
Minority Firm Address: _____ Telephone Number: _____
MDOT Firm Certification Number: _____ NAICS Code: _____
□African American □ Asian American □ Native American □ Women □ Hispanic □ Disabled

Subcontractor Firm (Select One)	Allowable Percentage	Percentage of Total Contract	Subcontractor Dollar Amount	Participation Amount
MDOT Certified Firm	100%		$	$
MDOT Certified Prime Contractor	50% of established goal OR 100% of one subgroup contract subgoal		$	$
MDOT Certified Supplier, Wholesaler and Regular Dealer	60%		$	$

8. MBE Total Amount	9. Total MBE Percent of Entire Contract
10. Form Prepared by: Name: _____ Title: _____ Date: _____	11. Reviewed and Accepted by Board of Edu. MBE Liaison Name: _____ Title: _____ Date _____

Total MBE Participation: $ _____ _____%
Total African-American Participation: $ _____ _____%
Total Asian-American MBE Participation: $ _____ _____%
Total Other Participation: $_____ _____%

AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21702
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

The Construction Manager:
(Name, legal status, address and other information)

Oak Contracting, LLC.
1000 Cromwell Bridge Road
Towson, Maryland 21286
Telephone Number: 410-828-1000
Fax Number: 410-828-7488

The Architect:
(Name, legal status, address and other information)

GWWO, Inc.
800 Wyman Park Drive, Suite 300
Baltimore, MD 21211
Telephone Number: 410-332-1009
Fax Number: 410-332-0038

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1 In addition to performing the Work as described in the Contract Documents, the Contractor shall perform the Work in accordance with all applicable ordinances, building codes, statutes, regulations and guidelines of all federal, state and local government authorities having jurisdiction over the Project.

§ 2.2 The Construction Manager will schedule and the Contractor shall attend the Pre-Construction Meeting and Progress Meetings. The Contractor shall require the attendance of Subcontractors at such meetings as needed or as required by the Construction Manager, Architect or Owner.

§ 2.3 In addition to progress and review meetings, the Contractor shall attend additional meetings with the Owner as needed and at the Owner's sole discretion. The Owner may designate the location and time of such meetings.

§ 2.4 Within (14) days after the Owner issues the notice to proceed the Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. The Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along with the Prime Contractor's

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager.
Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner.
Schedule designations:
Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities.
Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors: however, the project Substantial Completion shall not be jeopardized as time is of the essence.
Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than :

Portion of the Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 The Contractor acknowledges and agrees that time is of the essence in achieving Substantial Completion and that a delay in achieving Substantial Completion will result in increased costs to the Owner. In the event that the Contractor does not achieve Substantial Completion as stipulated in Article 3.3, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner. For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of $1,000.00 per day.

§ 3.5 The Contractor shall not be entitled to any form of damages or other compensation for not being able to achieve Substantial Completion earlier than the date as set forth in Article 3.3. Additionally, the Contractor shall not be entitled to any form of damages or other compensation from the Owner by reason of delay or interruption of its work caused by other Contractors or utilities working on the Project. Contractor shall indemnify Owner against any and all loss, cost and damages that Owner may be caused to sustain by reason of claims from any other contractor working on the Project caused in whole or in part by the acts of the Contractor or those for whom it is responsible.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as follows:
(Check the appropriate box.)

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

[**XXX**] Stipulated Sum, in accordance with Section 4.2
(Paragraphs deleted)
below

(Based on the above complete Section 4.2 below. Based on the selection above, also complete Section 5.1.4.

§ 4.2 Stipulated Sum
§ 4.2.1 The Stipulated Sum shall be ($), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The billing period shall be as required herein and as indicated by the specifications. Construction Managers are required to submit overall estimated billing by the 28th of each month for the current month. The Contractor must provide estimates to the Construction Manager as specified by the Construction Manager. Contractors' failure to provide estimate to the Construction Manager as requested may delay processing their Application for Payment. Frederick County Public Schools requires overall estimates in compliance with Frederick County Government's funding requirements and in order to obtain funds for Contractors Applications for Payments.

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the first day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the twenty-fifth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum
§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %);

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing provided the Contractor provides an insurance certificate listing The Board of Education of Frederick County as a named insured), less retainage of five percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to five percent (5 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Five percent (5%) retainage shall be held from progress payments. After issuance of a Certificate of Substantial Completion for the Contract Work, retainage may be reduced at the Owner's sole discretion. When the Construction Manager, Owner and Architect agree that the work, including all Punch List items, has been satisfactorily completed, the retainage may be reduced at the Owner's sole option to one percent (1%). Any retainage reduction must be approved by the Construction Manager, Architect, Owner and Surety prior to submitting an Application for Payment reflecting such reductions and shall include an executed AIA G707A Consent of Surety to reduction in or Partial Release of Retainage or AIA G707 Consent of Surety to Final Payment.

(Paragraphs deleted)
§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;

.2 is deleted

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Final Payment for the Work shall be made when the following conditions have been satisfied by the Contractor:
The Contractor shall deliver to the Owner:

a. Final Releases of Liens and Waiver of Claims from the Contractor; and
b. "As-built or Record Drawings "two sets of plans and specifications showing all changes, locations and installation shall be submitted to the architect for approval and forwarded to the Owner for his approval and acceptance, "As-built or Record Drawings" shall be provided on a drawing set sealed with the Architect's stamp; and
c. One (1) complete set of O&M manuals divided by specification section, warranties and guarantees in three-ring binders, indexed with a table of contents approved by the Architect; and one complete set in an electronic format (CD/flash drive).
d. A statement from the Contractor that there exist no pending or threatened claims against the Owner relating to the Work or for which the Owner may be liable which are unresolved or a statement of any unresolved issues; and
e. All punch list items shall be satisfactorily completed, each punch list item signed and dated indicating when the correction was completed and inspected by the Owner, Architect and Engineer; and
f. The Contractor shall deliver to the Owner attesting that various items of Work have been satisfactory completed in accordance with the requirements of the Contract Documents and in accordance with industry standards of workmanship.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[**XXX**] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

0.0 % zero percent

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

§ 8.6.1 The cost of reproducing copies of any additional Construction Documents required for construction shall be at the sole cost of the Contractor.

§ 8.6.2 The Contractor, Subcontractors and all employees shall conform to all Board of Education policies when on Board of Education property, including but not limited to no smoking and the possession of deadly weapons.

§ 8.6.3 The Contractor shall appoint a safety officer who shall be available to the Owner. On a regular basis such safety officer shall inspect the job site for compliance to OSHA and MOSHA requirements. In the event of any job site violations of OSHA or MOSHA, the Contractor shall immediately rectify the situation and bring the job site into compliance.

§ 8.6.4 The Owner may issue a Notice to Contractor for failure to comply with the Contract requirements and/or the Contract Documents. Contractor must respond to such notice as practical, and Owner must receive a written response within two (2) business days of the Contractor's receipt of such notice. Inspections by Owner or the Owner's failure to issue such Notices shall not relieve the Contractor from full compliance with the Contract Documents.

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 8.6.5 When Work is to be completed during operation of and use of the building Contractor shall ensure all building systems and egress/ingress remain operable and effective during the hours that the school is in use as determined by the Principal. Dividing walls or partitions shall be erected to separate construction and demolition activities from building activities and egress/ingress shall be maintained as stipulated by the relevant Government authorities, including the Fire Marshal.

§ 8.6.6 The Contractor and its Subcontractors shall staff the project with competent and experienced superintendents, foreman, and journeyman. The Electrical contractor must provide a Master Electrician and the Plumbing contractor must provide a Master Plumber to work on the Project. The number of apprentices working on the Project shall not exceed the ratio of one apprentice for every one journeyman, as per the DLLR requirements. If requested, the Contractor shall, within twenty-four (24) hours, provide documentation outlining specific experience for a journeyman, foreman or superintendent.

§ 8.6.7 Where required by the construction or bidding documents it is Contractor's sole responsibility to provide utilities, including but not limited to electricity, water, telephone, sewer and gas at the job site during the construction period, notwithstanding the indication of any utilities noted as existing in the Contract Documents.

§ 8.6.8 The Contractor shall promptly make available to the Owner complete copies of all executed Subcontracts and any changes, modifications or exclusions thereto, upon the Owner's request.

§ 8.6.9 The Architect or Engineer's approved shop drawings and or samples must be on site before work can begin on the applicable item of Work detailed on the shop drawings or stipulated in the specifications. The Contractor shall make the approved shop drawing available to the Owner's representative as needed to review the installation(s).

§ 8.6.10 All existing areas, interior and exterior, damaged during construction or renovation, are to be refurbished to their original condition.

§ 8.6.11 Any soil or excess excavation, including but not limited to rock, which is not required for the finished Work, shall be removed from the site as part of the Contract Sum.

§ 8.6.12 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent, before the warranty/guarantee period will begin.

§8.6.13 The Contractor shall provide not less than a 2 year material and labor warranty for the project, the 2 year warranty shall not diminish any extended warranty provided by equipment manufacturer's not limited to and including all HVAC equipment and Compressors.

§ 8.6.14 The Contractor and Subcontractors shall conform to all requirements of the following Maryland General Assembly Policies:

.1 Maryland General Assembly House Bill 642 – Children – Child Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.

.2 Maryland General Assembly Senate Bill 508 – Children Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.

.3 The Contractor and Subcontractors shall not knowingly hire or retain any individual who has been convicted of a crime involving:

1. An offense under 3-307 of the Criminal Law Article;
2. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in the State; or
3. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed in this State.

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below or included in the FCPS bid package and addenda.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition as modified.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

(Paragraph deleted)

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

.1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Frederick County Public Schools Bid Documents for this projects Bid(s).

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

ARTICLE 10 INSURANCE AND BONDS

10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

10.2 Maryland Code 21-102 - A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders may us bonding companies from Treasury approved sureties with an AM Best rating of A- or better rating.

10.3 The Contractor shall provide a Performance Bond with a Penal Sum equal to the Contract Sum. The Contractor shall provide a Payment Bond with a Penal Sum equal to the Contract Sum. All bonds shall be written on MD COMAR 21 07 02 10 Bond and will be from a surety company acceptable to the Owner.

10.4 The Contractor shall comply with the additional insurance requirements as set forth below:

(a) The Board of Education of Frederick County, Frederick County Council, the State of Maryland and the other entities stipulated by the Owner shall be named as an additional insured on the Contractor policies other than Worker's Compensation.

(b) All policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.

(c) The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least (10) ten days before Work commences.

(d) Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.

(e) General Liability and Umbrella Insurance policies are to be in "Occurrence Form".

(f) Insurance policies shall provide primary coverage to The Board of Education of Frederick County and Frederick County Council and the State of Maryland as additional insureds for loss, injury and damage arising out of or associated with the Work under this agreement as opposed to pro-rate with, concurrent with excess to any other insurance coverages by the Owner other than insurance Worker's Compensation Insurance.

(g) The Contractor shall purchase and maintain all insurance from an insurer acceptable to the Owner and lawfully authorized to do business in Maryland.

10.5 The Owner provides and maintains Builder's Risk Protection. The Contractor shall provide coverage for the first $2,500.00 for damages per occurrence. This provision shall not release the contractor of the obligation to complete the work according to plans and specifications required by the contract, and the contractor his/her Surety shall be obligated to full performance of the contract's undertaking.

10.6 The Contractor shall provide insurance pursuant to the requirements set forth below:

Type of Insurance or Bond	**Limit of Liability or Bond Amount**
Part 1 Worker's Compensation Insurance	as required by statute
Part 2 Employers Liability:	
Bodily Injury by Accident	$ 500,000.00 each accident
Bodily Injury by Disease	$ 500,000.00 policy limits
Bodily Injury by Disease	$ 500,000.00 each employee
Commercial General Liability Insurance, to include, premises, products, completed operations, personal injury and contractual: Aggregate to apply Per Project./Per Location, Occurrence	$1,000,000.00
Each Occurrence	$2,000,000.00

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

General aggregate Limit (Per Site)	$2,000,000.00 aggregate limit
Products and complete operation	$1,000,000.00 each occurrence Limit
Personal & advertising injury	$1,000,000.00
Fire damage	$ 50,000.00
Medical Expense (Any One Person)	$ 10,000.00 each occurrence
General Liability insurance shall provide coverage for:	
Completed Operations to meet the Statute of Repose & Statute of Limitations;	
Independent Contractors	
Contractual Liability	
Broad From Property Damage	
Liability arising from Explosion, Collapse and Underground Damage (X, C, U)	
Additional insured Endorsement (GL2010 11/85)	
Terrorism-Certified & Non Certified	
Option (b1)	
Automobile Liability Insurance, including owned, non-owned and hired vehicles	
Bodily injury liability	$1,000,000.00 each person
Property damage liability	$1,000,000.00 each occurrence
Option (b2)	
Combined single limit Bodily injury or property damage liability	$1,000,000.00 each person $1,000,000.00 each accident
Umbrella Excess Liability (true following form)	$5,000,000.00 per Occurrence $5,000,000.00 General Aggregate $5,000,000.00 Products & Completed Operations
Any construction contractor providing Mass Grading, Masonry, Structural Steel, Superstructure or foundation concrete, Mechanical or Electrical contractors shall be required to carry the following Umbrella Excess Liability (true following form) minimum limits:	$8,000,000.00 Each Occurrence $8,000,000.00 General Aggregate $8,000,000.00 Products & Completed Operations
Contractors Pollution Liability for contractors engaged in testing for, monitoring, clean-up, removal, containing, detoxifying, neutralizing, transporting, handling, storage treatment, or disposing of or processing any waste pollutants.	$2,000,000.00 per Occurrence $2,000,000.00 Aggregate

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Theresa R. Alban, Ph.D., Superintendent	
(Printed name and title)	*(Printed name and title)*

AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Additions and Deletions Report for

AIA® Document A132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:56:46 ET on 05/27/2020.

PAGE 1

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

(Name, location and detailed description)

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21702
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

...

Oak Contracting, LLC.
1000 Cromwell Bridge Road
Towson, Maryland 21286
Telephone Number: 410-828-1000
Fax Number: 410-828-7488

...

GWWO, Inc.
800 Wyman Park Drive, Suite 300
Baltimore, MD 21211
Telephone Number: 410-332-1009
Fax Number: 410-332-0038

PAGE 2

10 INSURANCE AND BONDS

~~**EXHIBIT A DETERMINATION OF THE COST OF THE WORK**~~

...

§ 2.1 In addition to performing the Work as described in the Contract Documents, the Contractor shall perform the Work in accordance with all applicable ordinances, building codes, statutes, regulations and guidelines of all federal, state and local government authorities having jurisdiction over the Project.

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 2.2 The Construction Manager will schedule and the Contractor shall attend the Pre-Construction Meeting and Progress Meetings. The Contractor shall require the attendance of Subcontractors at such meetings as needed or as required by the Construction Manager, Architect or Owner.

§ 2.3 In addition to progress and review meetings, the Contractor shall attend additional meetings with the Owner as needed and at the Owner's sole discretion. The Owner may designate the location and time of such meetings.

§ 2.4 Within (14) days after the Owner issues the notice to proceed the Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. The Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along with the Prime Contractor's increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner.
Schedule designations:
Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities.
Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors: however, the project Substantial Completion shall not be jeopardized as time is of the essence.
Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract.

§ 3.1 The date of commencement of the Work shall be ~~the date of this Agreement unless a different date is stated below or provision is made for the date to be~~ fixed in a notice to proceed issued by the Owner.
PAGE 3

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~( ) days from the date of commencement, or as follows:~~ :
~~*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*~~

...

§ 3.4 The Contractor acknowledges and agrees that time is of the essence in achieving Substantial Completion and that a delay in achieving Substantial Completion will result in increased costs to the Owner. In the event that the Contractor does not achieve Substantial Completion as stipulated in Article 3.3, including approved extensions, the Contractor and the Contractor's surety shall be liable for and shall pay liquidated damages to the Owner. For each calendar day required to achieve Substantial Completion beyond the Substantial Completion Date authorized by the Contract, the Contractor shall pay to the Owner all direct costs charged to the Owner plus liquidated damages on account of Owner's staff expense and on account of student inconvenience, disruption, and dislocation the sum of $1,000.00 per day.

§ 3.5 The Contractor shall not be entitled to any form of damages or other compensation for not being able to achieve Substantial Completion earlier than the date as set forth in Article 3.3. Additionally, the Contractor shall not be entitled to any form of damages or other compensation from the Owner by reason of delay or interruption of its work caused by other Contractors or utilities working on the Project. Contractor shall indemnify Owner against any and all loss, cost and damages that Owner may be caused to sustain by reason of claims from any other contractor working on the Project caused in whole or in part by the acts of the Contractor or those for whom it is responsible.

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~one of the following:~~ as follows:

PAGE 4

[**XXX**] Stipulated Sum, in accordance with Section 4.2 ~~below~~

~~[~~] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below~~

~~[~~] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4~~ below

(Based on the ~~selection above, complete Section 4.2, 4.3 or 4.4~~ above complete Section 4.2 below. Based on the selection above, also complete ~~either Section 5.1.4, 5.1.5 or 5.1.6 below.)~~Section 5.1.4.

...

~~**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**~~

~~**§ 4.3.1** The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~**§ 4.3.2** The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

~~**§ 4.3.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.3.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.3.5** Rental rates for Contractor-owned equipment shall not exceed ~~ percent (~~%) of the standard rate paid at the place of the Project.~~

~~**§ 4.3.6** Unit prices, if any:~~

~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~

~~**Item**~~	~~**Units and Limitations**~~	~~**Price per Unit ($0.00)**~~

~~**§ 4.3.7** The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.~~

~~**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**~~

~~**§ 4.4.1** The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.~~

~~**§ 4.4.2** The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*~~

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~**§ 4.4.3** The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~**§ 4.4.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~**§ 4.4.5** Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.~~

~~**§ 4.4.6** Unit Prices, if any:~~
~~*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*~~

~~**Item**~~	~~**Units and Limitations**~~	~~**Price per Unit ($0.00)**~~

~~**§ 4.4.7 Guaranteed Maximum Price**~~
~~**§ 4.4.7.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~
~~*(Insert specific provisions if the Contractor is to participate in any savings.)*~~

~~**§ 4.4.7.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~**§ 4.4.7.3** Allowances included in the Guaranteed Maximum Price, if any:~~
~~*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*~~

~~**Item**~~	~~**Allowance**~~

~~**§ 4.4.7.4** Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

...

The billing period shall be as required herein and as indicated by the specifications. Construction Managers are required to submit overall estimated billing by the 28th of each month for the current month. The Contractor must provide estimates to the Construction Manager as specified by the Construction Manager. Contractors' failure to provide estimate to the Construction Manager as requested may delay processing their Application for Payment. Frederick County Public Schools requires overall estimates in compliance with Frederick County Government's funding requirements and in order to obtain funds for Contractors Applications for Payments.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the first day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the twenty-fifth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the ~~Construction Manager~~ Owner receives the Application for Payment.

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;~~five percent (5 %);

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in ~~writing), less retainage of percent (—~~writing provided the Contractor provides an insurance certificate listing The Board of Education of Frederick County as a named insured), less retainage of five percent (5 %);

...

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to five percent (5 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

...

Five percent (5%) retainage shall be held from progress payments. After issuance of a Certificate of Substantial Completion for the Contract Work, retainage may be reduced at the Owner's sole discretion. When the Construction Manager, Owner and Architect agree that the work, including all Punch List items, has been satisfactorily completed, the retainage may be reduced at the Owner's sole option to one percent (1%). Any retainage reduction must be approved by the Construction Manager, Architect, Owner and Surety prior to submitting an Application for Payment reflecting such reductions and shall include an executed AIA G707A Consent of Surety to reduction in or Partial Release of Retainage or AIA G707 Consent of Surety to Final Payment.

~~**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**~~

~~**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~**§ 5.1.5.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

~~**.1** Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~

~~**.2** Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~

~~**.3** Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;~~

~~**.4** Subtract the aggregate of previous payments made by the Owner;~~

~~**.5** Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~

~~**.6** Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~**§ 5.1.5.5** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~**§ 5.1.5.6** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

~~**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**~~

~~**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~**§ 5.1.6.2** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~**§ 5.1.6.3** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~**§ 5.1.6.4** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~**.1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;~~
- ~~**.2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~**.3** Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~**.4** Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;~~
- ~~**.5** Subtract the aggregate of previous payments made by the Owner;~~
- ~~**.6** Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.~~

~~**§ 5.1.6.5** The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~**§ 5.1.6.6** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~**§ 5.1.6.7** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.~~

PAGE 6

.2 ~~the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and~~is deleted

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Final Payment for the Work shall be made when the following conditions have been satisfied by the Contractor: The Contractor shall deliver to the Owner:

a. Final Releases of Liens and Waiver of Claims from the Contractor; and
b. "As-built or Record Drawings "two sets of plans and specifications showing all changes, locations and installation shall be submitted to the architect for approval and forwarded to the Owner for his approval and acceptance, "As-built or Record Drawings" shall be provided on a drawing set sealed with the Architect's stamp; and
c. One (1) complete set of O&M manuals divided by specification section, warranties and guarantees in three-ring binders, indexed with a table of contents approved by the Architect; and one complete set in an electronic format (CD/flash drive).
d. A statement from the Contractor that there exist no pending or threatened claims against the Owner relating to the Work or for which the Owner may be liable which are unresolved or a statement of any unresolved issues; and
e. All punch list items shall be satisfactorily completed, each punch list item signed and dated indicating when the correction was completed and inspected by the Owner, Architect and Engineer; and
f. The Contractor shall deliver to the Owner attesting that various items of Work have been satisfactory completed in accordance with the requirements of the Contract Documents and in accordance with industry standards of workmanship.

...

[**XXX**] Litigation in a court of competent jurisdiction.

PAGE 7

~~**§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**~~
~~**§ 7.2.1** Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.~~

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~**§ 7.2.2** The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:~~

~~**.1** Take the Cost of the Work incurred by the Contractor to the date of termination;~~

~~**.2** Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and~~

~~**.3** Subtract the aggregate of previous payments made by the Owner.~~

~~**§ 7.2.3** If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.~~

~~**§ 7.2.4** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.~~

~~**§ 7.2.5** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.~~

...

0.0 % zero percent

...

§ 8.5 ~~Neither the Owner's nor the~~ The Contractor's representative shall not be changed without ten days written notice to the other party.

...

§ 8.6.1 The cost of reproducing copies of any additional Construction Documents required for construction shall be at the sole cost of the Contractor.

§ 8.6.2 The Contractor, Subcontractors and all employees shall conform to all Board of Education policies when on Board of Education property, including but not limited to no smoking and the possession of deadly weapons.

§ 8.6.3 The Contractor shall appoint a safety officer who shall be available to the Owner. On a regular basis such safety officer shall inspect the job site for compliance to OSHA and MOSHA requirements. In the event of any job site violations of OSHA or MOSHA, the Contractor shall immediately rectify the situation and bring the job site into compliance.

§ 8.6.4 The Owner may issue a Notice to Contractor for failure to comply with the Contract requirements and/or the Contract Documents. Contractor must respond to such notice as practical, and Owner must receive a written response within two (2) business days of the Contractor's receipt of such notice. Inspections by Owner or the Owner's failure to issue such Notices shall not relieve the Contractor from full compliance with the Contract Documents.

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 8.6.5 When Work is to be completed during operation of and use of the building Contractor shall ensure all building systems and egress/ingress remain operable and effective during the hours that the school is in use as determined by the Principal. Dividing walls or partitions shall be erected to separate construction and demolition activities from building activities and egress/ingress shall be maintained as stipulated by the relevant Government authorities, including the Fire Marshal.

§ 8.6.6 The Contractor and its Subcontractors shall staff the project with competent and experienced superintendents, foreman, and journeyman. The Electrical contractor must provide a Master Electrician and the Plumbing contractor must provide a Master Plumber to work on the Project. The number of apprentices working on the Project shall not exceed the ratio of one apprentice for every one journeyman, as per the DLLR requirements. If requested, the Contractor shall, within twenty-four (24) hours, provide documentation outlining specific experience for a journeyman, foreman or superintendent.

§ 8.6.7 Where required by the construction or bidding documents it is Contractor's sole responsibility to provide utilities, including but not limited to electricity, water, telephone, sewer and gas at the job site during the construction period, notwithstanding the indication of any utilities noted as existing in the Contract Documents.

§ 8.6.8 The Contractor shall promptly make available to the Owner complete copies of all executed Subcontracts and any changes, modifications or exclusions thereto, upon the Owner's request.

§ 8.6.9 The Architect or Engineer's approved shop drawings and or samples must be on site before work can begin on the applicable item of Work detailed on the shop drawings or stipulated in the specifications. The Contractor shall make the approved shop drawing available to the Owner's representative as needed to review the installation(s).

§ 8.6.10 All existing areas, interior and exterior, damaged during construction or renovation, are to be refurbished to their original condition.

§ 8.6.11 Any soil or excess excavation, including but not limited to rock, which is not required for the finished Work, shall be removed from the site as part of the Contract Sum.

§ 8.6.12 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent, before the warranty/guarantee period will begin.

§8.6.13 The Contractor shall provide not less than a 2 year material and labor warranty for the project, the 2 year warranty shall not diminish any extended warranty provided by equipment manufacturer's not limited to and including all HVAC equipment and Compressors.

§ 8.6.14 The Contractor and Subcontractors shall conform to all requirements of the following Maryland General Assembly Policies:

.1 Maryland General Assembly House Bill 642 – Children – Child Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.

.2 Maryland General Assembly Senate Bill 508 – Children Care Facilities, Public Schools and Nonpublic Schools – Contractors and Subcontractors.

.3 The Contractor and Subcontractors shall not knowingly hire or retain any individual who has been convicted of a crime involving:

1. An offense under 3-307 of the Criminal Law Article;
2. Child sexual abuse under 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under 3-602 of the Criminal Law Article if committed in the State; or
3. A crime of violence as defined in 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of 14-101 of the Criminal Law Article if committed in this State.

PAGE 9

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections ~~below.~~below or included in the FCPS bid package and addenda.

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser ~~Edition.~~Edition as modified.

§ 9.1.2 The General Conditions ~~are~~ are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition.~~Edition as modified.

...

~~Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.~~

...

Frederick County Public Schools Bid Documents for this projects Bid(s).

PAGE 10

10.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)
10.2 Maryland Code 21-102 - A certificate of authority, or certified copy of a certificate of authority, issued by the Commissioner to a surety insurer shall be accepted as evidence of qualification to become sole surety on a bond, undertaking, recognizance, or other obligation required or allowed by law, or in the charter, ordinances, rules, or regulations of a municipal corporation, board, organization, court, judge, or public officer, without further proof or qualification regarding solvency, credit, or financial sufficiency to act as a surety or bidders may us bonding companies from Treasury approved sureties with an AM Best rating of A- or better rating.

10.3 The Contractor shall provide a Performance Bond with a Penal Sum equal to the Contract Sum. The Contractor shall provide a Payment Bond with a Penal Sum equal to the Contract Sum. All bonds shall be written on MD COMAR 21 07 02 10 Bond and will be from a surety company acceptable to the Owner.

10.4 The Contractor shall comply with the additional insurance requirements as set forth below:

(a) The Board of Education of Frederick County, Frederick County Council, the State of Maryland and the other entities stipulated by the Owner shall be named as an additional insured on the Contractor policies other than Worker's Compensation.

(b) All policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.

(c) The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least (10) ten days before Work commences.

(d) Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.

(e) General Liability and Umbrella Insurance policies are to be in "Occurrence Form".

(f) Insurance policies shall provide primary coverage to The Board of Education of Frederick County and Frederick County Council and the State of Maryland as additional insureds for loss, injury and damage arising out of or associated with the Work under this agreement as opposed to pro-rate with, concurrent with excess to any other insurance coverages by the Owner other than insurance Worker's Compensation Insurance.

(g) The Contractor shall purchase and maintain all insurance from an insurer acceptable to the Owner and lawfully authorized to do business in Maryland.

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

10.5 The Owner provides and maintains Builder's Risk Protection. The Contractor shall provide coverage for the first $2,500.00 for damages per occurrence. This provision shall not release the contractor of the obligation to complete the work according to plans and specifications required by the contract, and the contractor his/her Surety shall be obligated to full performance of the contract's undertaking.

10.6 The Contractor shall provide insurance pursuant to the requirements set forth below:

Type of Insurance or Bond	**Limit of Liability or Bond Amount ~~($0.00)~~**
Part 1 Worker's Compensation Insurance	as required by statute
Part 2 Employers Liability:	
Bodily Injury by Accident	$ 500,000.00 each accident
Bodily Injury by Disease	$ 500,000.00 policy limits
Bodily Injury by Disease	$ 500,000.00 each employee
Commercial General Liability Insurance, to include, premises, products, completed operations, personal injury and contractual: Aggregate to apply Per Project./Per Location, Occurrence	$1,000,000.00
Each Occurrence	$2,000,000.00
General aggregate Limit (Per Site)	$2,000,000.00 aggregate limit
Products and complete operation	$1,000,000.00 each occurrence Limit
Personal & advertising injury	$1,000,000.00
Fire damage	$ 50,000.00
Medical Expense (Any One Person)	$ 10,000.00 each occurrence
General Liability insurance shall provide coverage for:	
Completed Operations to meet the Statute of Repose & Statute of Limitations;	
Independent Contractors	
Contractual Liability	
Broad From Property Damage	
Liability arising from Explosion, Collapse and Underground Damage (X, C, U)	
Additional insured Endorsement (GL2010 11/85)	
Terrorism-Certified & Non Certified	
Option (b1)	
Automobile Liability Insurance, including owned, non-owned and hired vehicles	
Bodily injury liability	$1,000,000.00 each person
Property damage liability	$1,000,000.00 each occurrence
Option (b2)	
Combined single limit Bodily injury or property damage liability	$1,000,000.00 each person $1,000,000.00 each accident
Umbrella Excess Liability (true following form)	$5,000,000.00 per Occurrence $5,000,000.00 General Aggregate $5,000,000.00 Products & Completed Operations
Any construction contractor providing Mass Grading, Masonry, Structural Steel, Superstructure or foundation concrete, Mechanical or Electrical contractors shall be required to carry the following Umbrella Excess Liability (true following form) minimum limits:	$8,000,000.00 Each Occurrence $8,000,000.00 General Aggregate $8,000,000.00 Products & Completed Operations
Contractors Pollution Liability for contractors engaged in testing for, monitoring, clean-up, removal, containing, detoxifying, neutralizing, transporting, handling, storage treatment, or disposing of or processing any waste pollutants.	$2,000,000.00 per Occurrence

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

$2,000,000.00 Aggregate

Theresa R. Alban, Ph.D., Superintendent

Additions and Deletions Report for AIA Document A132™ – 2009 (formerly A101™ CMa – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:56:46 ET on 05/27/2020 under Order No. 4323301581 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:56:46 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1113941074)

AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21701
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Oak Contracting, LLC.
1000 Cromwell Bridge Road
Towson, Maryland 21286

THE OWNER:
(Name, legal status and address)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

THE ARCHITECT:
(Name, legal status and address)

GWWO, Inc.
800 Wyman Park Drive, Suite 300
Baltimore, MD 21211

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.
/

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT AND CONSTRUCTION MANAGER

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1, 10.2.5, 13.4.2, 13.7
Addenda
1.1.1, 3.11, 4.2.14
Additional Costs, Claims for
3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3, 10.4, 15.1.4
Additional Inspections and Testing
4.2.8, 12.2.1, 13.5
Additional Insured
11.1.4
Additional Time, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, 10.3
Administration of the Contract
3.10, **4.2**
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.19
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.7, 4.2.15, 7.3.9, 9.2, **9.3,** 9.4, 9.5.1, 9.7, 9.8.3, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4
Approvals
2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5
(Paragraph deleted)
ARCHITECT
4
Architect, Certificates for Payment
9.4
Architect, Definition of
4.1.1
Architect, Extent of Authority
5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 12.2.4, 13.5.2
Architect's Administration of the Contract
4.2, 9.4, 9.5, 15.2
Architect's Approvals
3.12.8
Architect's Authority to Reject Work
4.2.8, 12.1.2, 12.2.1
Architect's Copyright
1.5
Architect's Decisions
4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2, 13.5.2, 14.2.2, 14.2.4, 15.2
Architect's Inspections
3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 7.4, 9.4
Architect's Interpretations
4.2.8, 4.2.17, 4.2.18
Architect's On-Site Observations
4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, 13.5
Architect's Project Representative
4.2.16
Architect's Relationship with Contractor
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.2, 11.3.7, 12.1, 13.5
Architect's Relationship with Construction Manager
1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7, 13.4.2, 13.5.4
Architect's Relationship with Subcontractors
1.1.2, 4.2.8, 5.3, 9.6.3, 9.6.4
Architect's Representations
9.4, 9.5, 9.10.1
Architect's Site Visits
4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Other Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Boiler and Machinery Insurance
11.3.2
BONDS, INSURANCE AND
11
Bonds, Lien
7.3.7.4, 9.10.3
Bonds, Performance and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4
Building Permit
2.2.2, 3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.2, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.3.2, 9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12, 4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, **7.2**, 7.3.2, 7.3.4, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2
Changes
7.1
CHANGES IN THE WORK
2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, **7**, 8.3.1, 9.3.1.1
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3, 9.10.4, 10.3.3, **15**, 15.4
Claims for Additional Cost
3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.5, 7, 8.3.2, 10.4, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7
Claims for Damages
3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2, 9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6
Cleaning Up
3.15, 6.3
Commencement of Statutory Limitation Period
13.7
Commencement of the Work, Definition of
8.1.2
Communications, Owner to Architect
2.2.6
Communications, Owner to Construction Manager
2.2.6
Communications, Owner to Contractor
2.2.6
Communications Facilitating Contract Administration
3.9.1, **4.2.6**
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Manager, Building Permits
2.2.2
Construction Manager, Communications through
4.2.6
Construction Manager, Construction Schedule
3.10.1, 3.10.3
CONSTRUCTION MANAGER
4
Construction Manager, Definition of
4.1.2
Construction Manager, Documents and Samples at the Site
3.11
Construction Manager, Extent of Authority
3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2, 7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4
Construction Manager, Limitations of Authority and Responsibility
4.2.5, 4.2.8, 13.4.2
Construction Manager, Submittals
4.2.9
Construction Manager's Additional Services and Expenses
12.2.1
Construction Manager's Administration of the Contract
4.2, 9.4, 9.5
Construction Manager's Approval
2.4, 3.10.1, 3.10.2

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Construction Manager's Authority to Reject Work
4.2.8, 12.2.1
Construction Manager's Decisions
7.3.7, 7.3.9, 9.4.1, 9.5.1
Construction Manager's Inspections
4.2.8, 9.8.3, 9.9.2
Construction Manager's On-Site Observations
9.5.1
Construction Manager's Relationship with Architect
1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16, 4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4, 13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4
Construction Manager's Relationship with Contractor
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11, 3.12.5, 3.12.6, 3.12.7, 3.12.8, 3.12.9, 3.12.10, 3.13.2, 3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6, 4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2, 7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2, 9.7, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4
Construction Manager's Relationship with Owner
2.2.2, 4.2.1, 10.3.2
Construction Manager's Relationship with Other Contractors and Owner's Own Forces
4.2.4
Construction Manager's Relationship with Subcontractors
4.2.8, 5.3, 9.6.3, 9.6.4
Construction Manager's Site Visits
9.5.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4.2, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Performance During Claim, Mediation or Litigation
15.1.3
Contract Sum
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, **9.1,** 9.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Time
3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1.1
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Other Contractors and Owner's Own Forces
3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8, 14.2.1.2
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1, 3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Relationship with the Construction Manager
1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11, 3.12.5, 3.12.7, 3.12.9, 3.12.10, 3.13.2, 3.14.2, 3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1, 6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1, 10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2, 11.3.1.5
Coordination and Correlation
1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Other Contractors
3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions of the Construction Manager
7.3.7, 7.3.8, 7.3.9, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5,** 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 12.2.2
Definitions
1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2, 7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
7.3.8, 7.3.9, 9.3, 15.1, 15.2
DISPUTES, CLAIMS AND
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, **15**, 15.4
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Ownership and Use
1.1.1, **1.5,** 2.2.5, 3.11, 5.3
Duty to Review Contract Documents and Field Conditions
3.2
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials and or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.13.1, 3.15.1, 4.2.8, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.3, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 13.6, 14.1.1.3, 14.1.3, 14.2.1.2, 15.1.4
Faulty Work (See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.15, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 15.2.1
Financial Arrangements, Owner's
2.2.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty and Warranties)
Hazardous Materials
10.2.4, **10.3**
Identification of Contract Documents
1.2.1
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Information and Services Required of the Owner
2.1.2, **2.2**, 4.2.6, 6.1.2, 6.2.5, 9.6.1, 9.6.4, 9.8, 9.9.1, 9.10.3, 10.3.2, 10.3.3, 11.2, 11.3.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.3, 15.1.2
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
3.18.1, 10.2.1, 10.2.2, **10.2.8**, 10.3, 10.3.3, 10.4, 11.1.1
Inspections
3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2
Instruments of Service, Definition of
1.1.7, 1.5, 1.6
Insurance
6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.3.1
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.3.1.5
Insurance Companies, Settlement with
11.3.10
Intent of the Contract Documents
1.2, 4.2.18, 4.2.19, 7.4
Interest
9.7, **13.6**
Interpretation
1.4, 4.2.8, 4.2.17, 4.2.18
Interpretations, Written
4.2.17, 4.2.18, 4.2.20
Joinder and Consolidation of Claims Required
15.4.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1, 14.2.2
Labor Disputes
8.3.1
Laws and Regulations
3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitation on Consolidation or Joinder
15.4.4
Limitations, Statutes of
15.4.1
Limitations of Authority
3.12.4, 4.1.3, 4.2.16
Limitations of Liability
9.6.7, 11.1.1, 12.2
Limitations of Time
3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4, 9.10.2, 10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7, 14.1.1, 15.2.6.1
Loss of Use Insurance
11.3.3
Material Suppliers
1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1, 9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2, 9.10.5, 10.2.1, 10.2.4, 10.3
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.5, 4.2.11
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.13, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.4.3, 9.8.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1, 11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Notice
1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5, 3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2, 10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4, 15.1.5.1, 15.2, 15.4.1
Notice of Claims
3.7.2, 10.2.8, **15.1.2**, 15.4.1
Notice of Testing and Inspections
13.5.1, 13.5.2
Notices, Permits, Fees and
3.7, 7.3.7, 10.2.2
Observations, On-Site
3.2.1, 9.5.1, 12.1.1
Occupancy
2.2.2, 9.6.6, 9.9, 11.3.1.5
On-Site Inspections
4.2.2, 9.10.1, 9.4.4, 9.5.1
Orders, Written
4.2.7, 4.2.18, 4.2.20
Other Contracts and Contractors
1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1, 14.1.3, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1, 8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 12.2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction with Own Forces and to Award Other Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.5, **1.5**, 1.6, 3.11, 3.12.10, 3.17, 4.2.14, 4.2.18, 4.2.20
Partial Occupancy or Use
9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents and Copyrights, Royalties
3.17
Payment, Applications for
4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.7, 9.10.1, 9.10.3, 9.10.5, 11.1.3
Payment, Certificates for
4.2.15, 7.3.9, 9.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 15.1.3
Payment, Failure of
9.4.1, 9.5, **9.7**, 14.1.1.3
Payment, Final
4.2.1, 9.8.2, **9.10**, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1
Payment Bond, Performance Bond and
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**
Payments, Progress
9.3.1, 9.4.2, **9.6**
PAYMENTS AND COMPLETION
9, 14
Payments to Subcontractors
5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 9.10.5, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14
Progress and Completion
8.2, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6
Progress Payments
9.3.1, 9.4.2, **9.6**
Project, Definition of
1.1.4
Project Representatives
4.2.16
Property Insurance
10.2.5, **11.3**
Project Schedule
3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4
PROTECTION OF PERSONS AND PROPERTY
10

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.8, 12.2.1
Releases of and Waivers and of Liens
9.10.2
Representations
1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Requests for Information
4.2.20
Resolution of Claims and Disputes
15
Responsibility for Those Performing the Work
3.3.2, 3.7.3, 3.12.8, 3.18, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2, 6.2, 6.3, 9.5.1, 9.8.2, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
1.2.2, **3.2**, 3.7.3, 3.12.7
Review of Contractor's Submittals by Owner, Construction Manager and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12.5
Rights and Remedies
1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Litigation
15.4
Safety of Persons and Property
10.2, 10.3, 10.4
Safety Precautions and Programs
3.3.1, 3.12, 4.2.5, 5.3, **10.1**, 10.2, 10.3, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.9, 4.2.10
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.8, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Staffing Plan
4.2.3
Statute of Limitations
12.2.5, 13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2
Submittals
3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.9, 4.2.10
Subrogation, Waivers of
6.1.1, **11.3.7**
Substantial Completion
8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.4
Substitution of Construction Manager
4.1.4
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
1.1.7, 2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.4, 3.3.3, 4.2.2, 4.2.6, 4.2.8, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 10.3.2, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.1, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.4.2, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4, 12.2, 13.5, 13.7, 14, 15
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Construction Manager
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.15, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.3, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 10.3.2, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.17, 4.2.18
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 7.1.2, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 13.5.2, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. As specifically enumerated in the Agreement, the Contract Documents shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under the Architect respective professional services agreement with the Owner. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. As the design progresses and payments to the Architect are made by the Owner the instruments of services become the property of The Frederick County Public Schools, see 1.5.1 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda with those of late date having precedence over those of earlier date
3. The Supplementary Conditions
4. The General Conditions of the Contract for Construction
5. The Contract Specifications
6. The Contract Drawings

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Construction Manager will indicate the work that is required by specific contractors, as appropriate the construction manager may indicate divisions of the work by specifications section, drawing references and or by text descriptions.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and The Board of Education of Frederick County will own and retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of The Board of Education of Frederick County, the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Construction Manager and the Architect do not have such authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Is deleted

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Fees for trade and specialty permits, including but not limited to, electrical, plumbing, elevator, fire review(s) and inspection, boiler, pressure vessel and fuel burning permits and all reinspections shall be paid by and at the Contractor's expense.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, which are known to the Owner, and a legal description of the site if requested by the Contractor. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract or Bidding Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to maintain progress per the schedule and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice or waver to other rights or remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies and expediting the Work to comply with the scheduled progress, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, the Owner or the Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

(Paragraph deleted)

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof-or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges that the Contract Sum is just and reasonable compensation for all the Work and that the Work shall not result in any lateral or vertical movement of any structure due to the Contractor's construction activities. The Contractor shall exercise special care in executing subsurface Work in proximity of subsurface utilities, improvements and easements.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report in writing to the Construction Manager and Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without providing written notice to the Owner, Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear the costs for correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or in the exercise of due diligence should have been discovered or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect or of other Contractors during the performance of the Work or by Tests, inspections or approvals required or performed by persons other than the Contractor, including inspections or approvals performed by the Owner's personnel or by any public authority.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects and faults in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 3.5.2 The Minimum Warranty Period will be two (2) years from the date of substantial completion of the project. The Warranty shall include extended warranty period(s) available from equipment manufactures and or extended warranties as required by project specification are required as if individually enumerated herein.

§ 3.5.3 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent before the warranty/guarantee period will begin.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Architect, shall secure and pay for the building permit and grading permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Fees for trade and a specialty permit including, but not limited to, electrical, plumbing, elevator, fire review(s), inspections and reinspections, boiler, pressure vessel and fuel burning permits, shall be paid by and at Contractor's expense.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Compliance with local governing jurisdiction requirements shall be completed at no additional cost to the Owner.

§ 3.7.3 If the Contractor performs Work knowing it to be or should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The provisions of this Agreement regarding compensation and damages, including delay damages, shall apply.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. Prior to being assigned to the Project all management staff shall be subject to the approval of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed in writing.

§ 3.9.2 Prior to being assigned to the Project both the Project Manager and Superintendent shall be subject to the approval of the Construction Manager and Owner. Once approved, the Superintendent and Project Manager will not be removed from the Project without the Construction Manager and Owner's written consent. The Owner reserves and retains the right, at its sole and absolute discretion, to order the Contractor to replace any of the Contractor's employees. In the event the Owner requests Contractor employees' removal, the Contractor shall promptly replace such employees with competent replacements satisfactory to the Owner. The Contractor shall not change the Superintendent or Project Manager without the Owner's consent.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Once approved all management staff shall not be removed from the Project so long as they are in the employ of the Contractor without Owner's consent.

§ 3.9.4 The Owner has the right, at any time, in its sole and absolute discretion to order the Project Manager or Superintendent or assistances be removed from the Project. In such event, the Project Manager, Superintendent and/or assistances shall be immediately removed from the site and shall promptly be replaced by a competent replacement satisfactory to the Owner. Superintendent and necessary assistants shall be in attendance at the Project site during performance of the Work to include the completion of all punch list items.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 Within (14) days after the Owner issues the notice to proceed each Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Construction Managers Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

with the Prime Contractor's increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner. Schedule designations: Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities. Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors: however, the project Substantial Completion shall not be jeopardized as time is of the essence. Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Owner may request, and Contractor shall provide, at any time during the course of the Project, that As-Built Drawings shall reflect the then existing stage of construction as actually built be submitted to the Owner for its review. If such drawings are not provided Owner may withhold the Next scheduled payment, or in its discretion a portion thereof, until the requested drawings are provided.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. The Contractor shall submit shop drawings to the Architect for all structural elements of the Work and such other portions of the Work required by the Contract Documents. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder including but not limited to the contributing negligence of such party to be indemnified. Such obligation shall not be construed to negate, abridge

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The duties of the Architect shall be governed by the Agreement between the Owner and Architect, and will visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Full time on-site inspection services are not part of the Owner Architect Agreement. It shall nevertheless be the obligation of the Architect, its Engineers and its Consultants to visit the site enough and at appropriate intervals and stages, of the construction, and inspect the on-going Work closely enough, so that construction methods, materials and procedures which are not in accordance with the Construction Documents or applicable laws, statues, ordinance or codes, or within accepted industry standards and practices maybe observed with reasonable diligence, and to determine whether the design intent is being carried out. Such observations shall be reported in writing within 48 hours to the Owner, Construction Manager, Contractor and Owner's representative immediately. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work. Notwithstanding other provisions in this Agreement to the contrary, for the purpose of effectuating the Architect's duties in this section, the Architect shall be responsible for exercising reasonable care and diligence in observing on-going Work. No inspections or approvals or failure to inspect or approve by the Architect shall relieve the Contractor from complying in all respects with the requirements of the Contract Documents.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

informed of the progress of the Work, and will report to the Owner and Architect (1) deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.3.1 Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, for additional services which may be charged by the Construction Manager or Architect for additional site visits made necessary by the fault or neglect of the Contractor.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all valid submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 4.2.10 The Architect will review and comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any local Government authorities require certification or correctness of any structural shop drawings by the Architect of record, the Architect will sign and certify the shop drawings only after the shop drawings have been signed and certified by the both the structural engineer and other professional engineer registered in the State of Maryland on behalf of the manufacturer, fabricator, Subcontractor, or Contractor. The cost for such additional engineering certification shall be borne by the Contractor.

§ 4.2.12 The Construction Manager will prepare all PCO's and Change Orders and if necessary the Architect will prepare and provide any Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information as reviewed.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, shall within 5 working days after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract or propose to contract with a person or entity or subcontractor unless the Contractor is satisfied that such person, entity, or Subcontractor is technically and financially qualified to perform to perform the Work as a Subcontractor in accordance with the Contract Documents to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change or substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change or substitution.

§ 5.2.5 The Contractor shall not enter into any Subcontract, Contract agreement, purchase order or other arrangement for the furnishing of any portion of the materials, services, equipment or Work with any party or entity as such party or entity is an affiliated entity with which the Contractor has a direct or indirect ownership, control or interest unless such Agreement has been approved by the Owner after full disclosure in writing by the Contractor to the Owner of such affiliation or relationship and all details relating to the proposed arrangements.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Contractor shall not withhold sums earned by any Subcontractor on this Project by reason of obligations which may be owing to Contractor from Subcontractor on any other projects ("cross withholding"). Any such cross withholding shall be grounds for termination of Contractor or, in Owner's sole discretion, shall authorize the Owner to engage another Subcontractor to perform the Work at Contractor's expense including all damages and losses caused to Owner by such Subcontractor substitution.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right and may perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner, Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 of the Contract Documents. Contract Language contained in Article 7 as modified herein will take precedence over all other change order pricing provisions in the contract documents. The Contractor agrees that it will incorporate the provisions of this Article 7 into all agreements with lower tier Contractors. It is further understood and agreed that these change order pricing provisions apply to all types of contracts, subcontracts, and purchases. Owner and Owner's Accountant shall be afforded access to Contractor's records, books, and correspondence, instructions, drawings, receipts, subcontractors, purchase orders, vouchers, and any other data relating to the project as are necessary to verify the cost of any change, including wages and benefits paid, for which compensation is sought under this Article.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. Verbal notification approving the Contractor to proceed with a change in the work shall be confirmed in a written format via, CCD, Change Order, Progress minutes, e-mail or other written correspondence and should be made as soon as practical.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

order for a minor change in the Work. A Change Order or Construction Change Directive involving unit cost shall be equitably adjusted in accordance with 7.3.4.

§ 7.1.4 The Contractor and Sub Contractors must comply with all requirements specified by Article 7 Changes In The Work and each of the sub paragraph of Article 7 including, 7.2 Change Orders which shall be applied to Article 7.3 Construction Change Directivities to include 7.3.1, through 7.3.10 in the entirety to finalize the change in the contract scope.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time; and
.4 Comply with all requirements of 7.2.2 below and 7.3.4.

No Change Order shall exceed any of the limitations and requirements of the Contract Documents.

§ 7.2.2 The Contractor shall comply with the following regarding Changes:

(A) A Notice or Request for Change must comply with all of the following:

.1 specifically and in detail describe the nature and cause of the Claim and,
.2 specifically reference the detail(s) on the plans and the specification section(s) that are affected and,
.3 contain an estimate of the increase or decrease in the cost to the Owner and,
.4 include supporting documentation that satisfactorily justifies to the Owner overhead, profit, insurance, sales or payroll taxes and incorporate a detailed quantity survey of all work added and deleted and,
.5 be submitted in a format acceptable to the Owner.

(B) Additive Changes must comply with the following Mark-Up schedule for Overhead, profit and bond:
If the Cost of proposed change is $0.00 to $ 4,999.99 the combing overhead, profit and bond must not exceed 20%,
If the Cost of proposed change is $5,000.00 to $ 14,999.99 the combing overhead, profit and bond must not exceed 15%,
If the Cost of proposed change is $15,000.00 to $ 24,999.99 the combing overhead, profit and bond must not exceed 10%,
If the Cost of proposed change is $25,000.00 to $ 49,999.99 the combing overhead, profit and bond must not exceed 7%,
If the Cost of proposed change is over $50,000.00 the combing overhead, profit and bond will be negotiated but will not exceed 5%, the cost of the bond shall be clearly indicated in the detailed proposal regardless of the proposed cost.
(C) The Contractors markup of subcontractor work and supplier's material(s) shall not exceed 7% for changes up to $24,999.99 and the markup shall be negotiated for changes over $25,000.00 but shall not exceed 5% of the subcontractor(s) cost of the work.
(D) Overhead cost shall include all the general conditions expenses, including but not limited to all coordination, calculations, engineering, field and office supervision, field and office rent, utilities, telephone and communications expenses, office supplies, clean-up, debris expenses, administration and preparation. When both additions and deletions are involved in any one change, the allowance for overhead, profit and bond shall be computed on the net increase, if any, with respect to the change.
(E) For decreases in the Work or credits, the Contract shall be decreased 100% of the scheduled value of the deleted Work plus 3% for overhead, profit, and bond as applicable for the Contractor and Subcontractor(s) work or credits.
(F) The Contractor's total charge to the Owner for the use of equipment owned in whole or in part by the Contractor, its Owners, directors, officers, shareholders, or affiliated or related persons or entities shall consider the rate agreed upon between the Contractor, Owner and Architect at the beginning of the project less operator and fuel. Reference materials such as "the AED Green Book" should be used to establish market rental rates for equipment. The following shall apply;

.1 The appropriate duration of hourly rate shall be calculated based on the entire duration the piece of equipment is on the FCPS site (e.g. if the equipment item has been on the project for 30 days or more the hourly rate shall be the monthly rental divided by 176 hours; if on the project for one week the hourly rental shall be the weekly rental divided by 40; if on the project for a day the hourly rental shall be the daily rental divided by 8; if brought to the project for the specific operation the minimal rental period shall apply.) Minimal rental durations will be considered for equipment rented for specific project purposes; and
.2 The Contractor shall not invoice for delivery or removal of the equipment to or from the job site; and

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.3 In no event shall the total payment paid by the Owner on any such piece of equipment exceed fifty percent (50%) of its purchase price.

(G) Subcontractor shall comply with the requirements specified above for the Contractor regarding Changes.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall not exceed any requirements listed in Article 7 including all sub-sections and shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices are inclusive of all cost including overhead profit, bond and insurance.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Wages for Construction Workers, including supervision, directly employed to perform the construction of the work at the site. Unless otherwise agreed to by Addendum to this Contract, Labor Burden shall be limited to: social security, old age and unemployment insurance, health and life insurance benefits, sick leave, holidays, military leave, vacation, and pension, as well as fringe benefits required by collective bargaining agreement, and workers compensation insurance or as otherwise required by law;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change provided, however, the Contractor shall provide an itemized breakdown showing quantities, unit costs, hours and rates of labor, and other costs and such detail as may be required to allow the reasonableness of cost to be established. Similar cost information covering Subcontractors' Work shall be included as a part of the Contractor's Proposal. Minimum charges for "handling" will not be acceptable. The allowable overhead and profit Mark-Ups to be included in the Total Cost to Owner shall be based on paragraph 7.2 and:

.1 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of the cost including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a charge involving over $500.00 be approved without such itemization;

.2 A Change Order must include each of the items listed in this Article 7. In the event there is no change in the Contract time or Contract amount, it must be noted that no such change is intended. A Change Order is all-inclusive, that is, a Change Order must indicate the change in Contract amount, including any overhead and profit. The Contractor cannot later request additional sums for a prior Change Order because it did not include overhead, profit, or similar items. If additional Contract time is indicated on the Change Order and the Contractor intends to claim any cost for time on any basis, the Change Order must include all additional costs, if any, associated with the additional time; and

.3 Where both additions and credits are involved in any one Change Order the allowance of overhead and profit shall be figured on the basis of the net increase, if any.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect, credit shall be as required by Article 7 mark-up schedule. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change per the mark-up schedule.

§ 7.3.9 Pending final determination of the actual cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such costs that remains in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order otherwise, if contractor is directed to proceed by Owner or Construction Manager, the matter shall be considered a Claim under Article 15. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect with the consent of the Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement shall be fixed in a Notice to Proceed.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Contractor waives any all rights to any increased payments for delay damages, whether by Change Order or otherwise, to include overhead, extended overhead, extended general conditions, or for any other delay-based amounts of any kind or nature, for any delay by reason of the events referred to this in this subparagraph or any other event of any kind or nature. Contractor's remedy is limited to an extension of time as set forth herein.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 is deleted.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager and Architect may require. This schedule, unless objected to by the Owner, Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect. The owner reserves the right to request the contractor to provide additional detail substantiating the schedule of values.

§ 9.2.2 The Contractor shall include a line item in the schedule of values for production of project record documents. The minimum value established will be indicated within each individual Prime Contract Package scope of work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

retainage if provided for in the Contract Documents. Applications for payments shall be based upon the schedule of values and shall be in a form and content satisfactory to the Owner; each Application for Payment shall include and be accompanied by the following:

(a) A Contractor's Application for Payment and Cost Certification Statement AIA forms 732, 703, and IAC/PSCP 306.4 with attachment "G Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment (June 2008 or current form)" including a statement from the Contractor that all items of construction for which payment is sought have been incorporated into the Project or properly stored in accordance with the Contract Document, and;

(b) The Construction Manager shall provide the Architect with G736 and G737, Project Application and Project Certification for Payment including each contractor(s) G732 and G703 Application and Certification for Payment properly executed within the past 7 days by Contractor(s) and Construction Manager, the Architect shall execute approved documents rejecting inappropriate amounts submitted by the Contractor(s) within three days and;

(c) The Contractor's and applicable Subcontractor's Release of Liens and Waivers of Claims as requested by the owner, Construction Manager, Architect; and;

(d) Such other documentation that the Owner, Construction Manager, Architect may reasonably require after discussion with Contractor.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, and included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay in accordance with the Contract Documents.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to their individual evaluation of the Work for conformance with the Contract Documents upon Substantial Completion which may include, results of subsequent tests and inspections, correction of minor deviations from the Contract Documents prior to completion and specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification may be made for previously withheld amounts after the contractor revises and resubmits a current application for payment including such amounts that were previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.5.4 If the Contractor disputes any determination by the Architect or Owner with regard to any Applications for Payment, the Contractor shall nevertheless expeditiously continue to execute the Work and shall make claim as provided in Article 15.

§ 9.5.5 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action, or the Work for which payment is being withheld has been rejected by any Governmental authority.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

Subject to other provisions of the Contract Documents, if the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within thirty days after the Construction Manager's approval of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's substantiated direct costs of shut-down. Article 9.7 shall not apply to Change Orders that have not received formal approval by the Board of Education of Frederick County, all such Change Orders shall not be included in Applications for Payment until the Contractor receives formal notification from the Owner that the Change Order has received formal approval by the Board of Education of Frederick County and the contractor has completed the Change Order work.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractors comprehensive punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. All items that are disclosed during inspections not complying with the Contract Documents shall be added to the Contractor's Punch List and a copy of the Amended Punch List shall be submitted to the Owner and the Architect. Any Certificate of Substantial Completion shall then be submitted making reference to the Punch List item, as either being completed to the Architect's satisfaction or shall fix a time within which the Contractor shall complete any remaining items. In the event the Contractor's Punch List is not completed by the date set forth in the Certificate of Substantial Completion, Owner has the option of deducting from balances due the Contractor an amount sufficient to compensate Owner for the cost of completing the Punch List. The amount to be deducted shall be determined in the sole discretion of Owner. Alternatively, Owner at its sole discretion may proceed to engage another Contractor to complete the Punch List Work with the cost thereof to include Owner's administrative costs, which costs shall be calculated in the sole discretion of the Owner, to be deducted from the amount retained and if the amount retained is insufficient, the Contractor is responsible to reimburse Owner the full amount of the uncovered cost. To the extent that multiple inspections may be required to determine whether the Work or a designated portion thereof has attained substantial completion, the Owner shall be entitled to deduct from the Contract Sum any amounts which it must pay to the Architect for additional services for such additional inspections.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof including Record Documents & Maintenance Manuals are substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Documents shall commence on the date of Substantial Completion of the Work provided the contractor has completed all other contractual requirements stipulated to begin the warranty period or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof pursuant to Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the requirements of Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project have been completed and until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** defects in the Work or failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Under no circumstances shall final payment by the Owner constitute a waiver of defects in construction or failure of the Work to otherwise comply with the Contract Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- **.4** construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner and shall defend, indemnify, and hold Owner and Architect harmless from and against all claims, liabilities, suits, losses and damages arising out of or relating to such materials.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB),encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 is deleted.

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is not resolved between the Owner and said party, the dispute shall be resolved in accordance with Article 4. No decision of the Architect shall be required.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs. The cost to repair nonconforming work shall be considered a latent defect and the contractor responsible for the work or as appropriate the damage to the work shall be responsible for the cost to make repairs to said work and return the uncovered work to the condition before the work was uncovered.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within five working days, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within five working days fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and or its surety shall pay the difference to the Owner.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within two year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within five working days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The two-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of The State of Maryland.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. - If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 is deleted.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 No test or inspection or results thereof, shall constitute an acceptance of any Work not conforming to the requirements of the Contract Documents.

§ 13.6 Interest

Interest payments will not be required for late payments under the terms of this Contract.

§ 13.7 Time Limits on Claims

Commencement of Statutory Limitations Period and Statute of Repose shall be in accordance with the laws of the State of Maryland.

§ 13.8 EQUAL OPPORTUNITY

§13.8.1 The Contractor shall maintain minimum policies of employment as follows:

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period exceeding 120 consecutive days beyond the Construction Managers current updated schedule through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** is deleted.

§ 14.1.2 Provided the following stipulations are outside or beyond the Construction Managers current project schedule, the Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

§ 14.1.4 is deleted.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents;
- **.5** in the event that it is adjudged that the Owner's termination for cause is not justified, then the termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation only as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event that is adjudged that the Owner's termination for cause is not justified, then the Termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation as only set forth in the provisions of this Agreement regarding termination by Owner for Convenience.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. At its option the Owner may terminate this Contract in whole or from time to time in part at any time by written notice thereof to the Contractor. Upon any such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Owner shall pay Contractor in accordance with 14.4.2 below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not confirming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice direct otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no further orders or subcontracts for materials, equipment, services, or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plans and equipment on the Site or in transit thereto. Upon such termination, the obligations of the Contractor shall continue as to portions of the Work already performed and as to bona fide obligations assumed by the Contractor prior to the date of termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon Termination for Convenience, the provisions of the Contract, which by their nature, survive any final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not conforming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice directs otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no future orders or Subcontracts for materials, equipment, services or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or Subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plant and equipment on the site or in transit thereto. Upon termination, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor on account of the portion of Work Performed. If at the date of such termination, Contractor has properly prepared or fabricated off the site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Site or to such other place as the Owner shall reasonably direct, then Contractor shall be paid for such goods or materials. No other payment shall be made by reason of damages or otherwise, including but not limited to loss of anticipated profits, overhead, or any other claim or amount whatsoever.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. A Claim must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by the Contractor must be made by written notice to the Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No Contractor claim shall be valid unless made in strict accordance with this paragraph.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Claim must be processed as defined herein, Article 15 and comply with all requirements of Article 7.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. No claim for delay damages shall be valid and no such damages shall be paid by the Owner without Owner's written consent, which consent is in the sole and absolute discretion of the Owner. No written consent by the Owner to damages for one period of delay shall entitle Contractor to damages for any other period of delay. A Claim for additional time must be for adverse weather conditions and the actual conditions must exceed the cumulative monthly adverse weather day totals indicated in 15.1.5.2.

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, the time must exceed the time as defined in the schedule below, such Claim shall be documented by data substantiating that weather the anticipated conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The State of Maryland, Department of General Services, Special Provisions Section of Hagerstown, Maryland will be used in the calculation of the monthly anticipated adverse weather delays. The monthly-anticipated adverse weather delays are as follows, in workdays. The Contractor's schedule must reflect these anticipated adverse weather delay days in weather dependent activities:

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
8	7	7	8	8	7	5	6	4	6	5	5

In any event, Contractor's Claim(s) for delay in the performance of the Work due to adverse weather conditions is strictly limited to a Claim for additional for additional time only. In no event shall the Contractor be entitled to monetary damages or any other compensation as a result of a delay in the performance of the Work due to adverse weather conditions.

§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue litigation with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration is deleted and replaced with Litigation as follows,

All disputes and other matters in question between the parties to this Agreement which cannot be resolved by the parties in accordance with the terms of this Agreement shall be referred to legal counsel and resolved in the Circuit Court for Frederick County, Maryland and all parties hereto agree to submit themselves to the jurisdiction of that Court. During any legal proceedings or other dispute resolution proceedings which may be agreed to between the parties, Owner and Contractor shall comply with sub-paragraph 4.74.

(Paragraphs deleted)

AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

Additions and Deletions Report for

AIA® Document A232™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:55:08 ET on 05/27/2020.

PAGE 1

Waverley Elementary School - New
201 Waverley Drive
Frederick, Maryland 21701
9D Resilient/Rubber Athletic Surfacing Rebid
Bid 20C17

...

Oak Contracting, LLC.
1000 Cromwell Bridge Road
Towson, Maryland 21286

...

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

GWWO, Inc.
800 Wyman Park Drive, Suite 300
Baltimore, MD 21211

PAGE 3

2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5
~~Arbitration~~
~~8.3.1, 11.3.10, 13.1, 15.3.2,~~ **15.4**

PAGE 5

Contract Performance During ~~Arbitration~~ Claim, Mediation or Litigation

PAGE 9

Rules and Notices for ~~Arbitration~~Litigation

PAGE 10

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 7.1.2, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 13.5.2, 14, 15.4.1

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

PAGE 11

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless~~ As specifically enumerated in the Agreement, the Contract Documents ~~do not~~ shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

...

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under ~~their~~ the Architect respective professional services ~~agreements.~~ agreement with the Owner. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. As the design progresses and payments to the Architect are made by the Owner the instruments of services become the property of The Frederick County Public Schools, see 1.5.1 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

...

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda with those of late date having precedence over those of earlier date
3. The Supplementary Conditions
4. The General Conditions of the Contract for Construction
5. The Contract Specifications
6. The Contract Drawings

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Construction Manager will indicate the work that is required by specific contractors, as appropriate the construction manager may indicate divisions of the work by specifications section, drawing references and or by text descriptions.

PAGE 12

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors ~~and owners~~ of their respective Instruments of Service, including the Drawings and Specifications, and The Board of Education of Frederick County will own and retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of The Board of Education of Frederick County, the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect and the Architect's consultants.~~Owner.

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. ~~Except as otherwise provided in Article 4, the~~ The Construction Manager and the Architect do not have such ~~authority.~~ authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

PAGE 13

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~ Is deleted

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Fees for trade and specialty permits, including but not limited to, electrical, plumbing, elevator, fire review(s) and inspection, boiler, pressure vessel and fuel burning permits and all reinspections shall be paid by and at the Contractor's expense.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, which are known to the Owner, and a legal description of the ~~site.~~ site if requested by the Contractor. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

§ 2.2.5 Unless otherwise provided in the Contract or Bidding Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents ~~and fails within a ten-day~~ or fails to maintain progress per the schedule and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice or waver to other rights or remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the ~~reasonable cost of correcting such deficiencies,~~ cost of correcting such deficiencies and expediting the Work to comply with the scheduled progress, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default,

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

PAGE 14

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, ~~if required~~ in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

...

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, the Owner or the Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

~~**§ 3.1.4** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.~~

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become ~~generally~~ familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor represents that it has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof-or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Based upon the foregoing inspections, understandings, agreements and acknowledgements, the Contractor agrees and acknowledges that the Contract Sum is just and reasonable compensation for all the Work and that the Work shall not result in any lateral or vertical movement of any structure due to the Contractor's construction activities. The Contractor shall exercise special care in executing subsurface Work in proximity of subsurface utilities, improvements and easements.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report in writing to the Construction Manager and Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without providing written notice to the Owner, Construction Manager and Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear the costs for correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or in the exercise of due diligence should have been discovered or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

PAGE 15

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 3.4.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect or of other Contractors during the performance of the Work or by Tests, inspections or approvals required or performed by persons other than the Contractor, including inspections or approvals performed by the Owner's personnel or by any public authority.

~~The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.~~**§ 3.5.1** The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects and faults in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 The Minimum Warranty Period will be two (2) years from the date of substantial completion of the project. The Warranty shall include extended warranty period(s) available from equipment manufactures and or extended warranties as required by project specification are required as if individually enumerated herein.

§ 3.5.3 Notwithstanding any other contract provisions to the contrary, the mechanical system and plumbing system must be completely balanced and such balance must be accepted by the Engineer of record and/or the Commissioning Agent before the warranty/guarantee period will begin.

PAGE 16

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are ~~received or negotiations concluded,~~ received, whether or not yet effective or merely scheduled to go into effect.

...

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the ~~Construction Manager,~~ Architect, shall secure and pay for the building permit and grading permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Fees for trade and a specialty permit including, but not limited to, electrical, plumbing, elevator, fire review(s), inspections and reinspections, boiler, pressure vessel and fuel burning permits, shall be paid by and at Contractor's expense.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Compliance with local governing jurisdiction requirements shall be completed at no additional cost to the Owner.

§ 3.7.3 If the Contractor performs Work knowing it to be or should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The provisions of this Agreement regarding compensation and damages, including delay damages, shall apply.

PAGE 17

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent ~~superintendent~~ superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. Prior to being assigned to the Project all management staff shall be subject to the approval of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications shall be confirmed in writing.

§ 3.9.2 ~~The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.~~Prior to being assigned to the Project both the Project Manager and Superintendent shall be subject to the approval of the Construction Manager and Owner. Once approved, the Superintendent and Project Manager will not be removed from the Project without the Construction Manager and Owner's written consent. The Owner reserves and retains the right, at its sole and absolute discretion, to order the Contractor to replace any of the Contractor's employees. In the event the Owner requests Contractor employees' removal, the Contractor shall promptly replace such employees with competent replacements satisfactory to the Owner. The Contractor shall not change the Superintendent or Project Manager without the Owner's consent.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Once approved all management staff shall not be removed from the Project so long as they are in the employ of the Contractor without Owner's consent.

§ 3.9.4 The Owner has the right, at any time, in its sole and absolute discretion to order the Project Manager or Superintendent or assistances be removed from the Project. In such event, the Project Manager, Superintendent and/or assistances shall be immediately removed from the site and shall promptly be replaced by a competent replacement satisfactory to the Owner. Superintendent and necessary assistants shall be in attendance at the Project site during performance of the Work to include the completion of all punch list items.

...

§ 3.10.1 Within (14) days after the Owner issues the notice to proceed each Prime Contractor(s) shall submit a Proposed Prime Contractor Schedule, the Proposed Prime Contractor Schedule shall indicate task(s) (the work), duration(s) (start and completion) and be compliant with the dates indicated by the Construction Managers Preliminary Schedule. Proposed Prime Contractor Schedule shall be in a Critical Path Method (CPM) and bar chart format, indicating sufficient detail, task(s) (the work) and durations(s) (start and completion) of each major item of the Work, the current status of each major item of Work indicating staffing and equipment to comply with the Preliminary Schedule. Prime Contractor(s) shall provide additional detail when requested by the Construction Manager or Owner and update their Proposed Prime Contractor Schedule to be compliant with the Contract Schedule requirements as provided by the Construction Manager. A Contract Schedule will be formulated by the Construction Manager from requested Prime Contractor Schedules as indicated by Schedule Designations below. Within 7 days of a request by the Construction Manager or Owner, the Prime Contractor shall furnish to the Owner and Construction Manager a Progress Schedule showing the current progress and completion stage of the Work as compared to the Contract Schedule. Progress Schedule shall clearly identify any item of Work, which is behind the Contract Schedule along with the Prime Contractor's increase manpower and equipment necessary to comply with the Contract Schedule as updated by the Construction Manager. Progress Schedule(s) shall be in a Critical Path Method (CPM) and bar chart format as requested by the Owner. Schedule designations: Preliminary Schedule – This schedule is the basis for the contractor to formulate the bid, providing materials and method to complete work with-in time frames allotted allowing construction time for other activities. Contract Schedule – this schedule formulated by the Construction Manager with input from Prime Contractors awarded Contracts, every effort will be made to provide time requested by Prime Contractors: however, the project Substantial Completion shall not be jeopardized as time is of the essence. Progress Schedule – This schedule shall reflect actual progress as related to the Contract Schedule and any extensions approved in accordance with the requirements of the Contract. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

PAGE 18

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Owner may request, and Contractor shall provide, at any time during the course of the Project, that As-Built Drawings shall reflect the then existing stage of construction as actually built be submitted to the Owner for its review. If such drawings are not provided Owner may withhold the Next scheduled payment, or in its discretion a portion thereof, until the requested drawings are provided.

...

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. The Contractor shall submit shop drawings to the Architect for all structural elements of the Work and such other portions of the Work required by the Contract Documents. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

PAGE 20

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified ~~hereunder.~~ hereunder including but not limited to the contributing negligence of such party to be indemnified. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

PAGE 21

§ 4.2.2 The duties of the Architect shall be governed by the Agreement between the Owner and Architect, and will visit the site at intervals appropriate to the stage of construction, ~~or as otherwise agreed with the Owner,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ~~However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.~~ Full time on-site inspection services are not part of the Owner Architect Agreement. It shall nevertheless be the obligation of the Architect, its Engineers and its Consultants to visit the site enough and at appropriate intervals and stages, of the construction, and inspect the on-going Work closely enough, so that construction methods, materials and procedures which are not in accordance with the Construction Documents or applicable laws, statues, ordinance or codes, or within accepted industry standards and practices maybe observed with reasonable diligence, and to determine whether the design intent is being carried out. Such observations shall be reported in writing within 48 hours to the Owner, Construction Manager, Contractor and Owner's representative immediately. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1681286511)

Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work. Notwithstanding other provisions in this Agreement to the contrary, for the purpose of effectuating the Architect's duties in this section, the Architect shall be responsible for exercising reasonable care and diligence in observing on-going Work. No inspections or approvals or failure to inspect or approve by the Architect shall relieve the Contractor from complying in all respects with the requirements of the Contract Documents.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine ~~in general~~ if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) ~~known~~ deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.3.1 Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, for additional services which may be charged by the Construction Manager or Architect for additional site visits made necessary by the fault or neglect of the Contractor.

PAGE 22

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all valid submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and ~~approve~~ comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any local Government authorities require certification or correctness of any structural shop drawings by the Architect of record, the Architect will sign and certify the shop drawings only after the shop drawings have been signed and certified by the both the structural engineer and other professional engineer registered in the State of Maryland on behalf of the manufacturer, fabricator, Subcontractor, or Contractor. The cost for such additional engineering certification shall be borne by the Contractor.

§ 4.2.12 The Construction Manager will prepare all PCO's and Change Orders and if necessary the Architect will prepare and provide any Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article ~~7.~~ 7 and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

PAGE 24

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. ~~If appropriate, the~~ Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information as reviewed.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable~~ shall within 5 working days after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract ~~with a proposed person or entity~~ or propose to contract with a person or entity or subcontractor unless the Contractor is satisfied that such person, entity, or Subcontractor is technically and financially qualified to perform to perform the Work as a Subcontractor in accordance with the Contract Documents to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

...

§ 5.2.4 The Contractor shall not change or substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such change or substitution.

§ 5.2.5 The Contractor shall not enter into any Subcontract, Contract agreement, purchase order or other arrangement for the furnishing of any portion of the materials, services, equipment or Work with any party or entity as such party or entity is an affiliated entity with which the Contractor has a direct or indirect ownership, control or interest unless such Agreement has been approved by the Owner after full disclosure in writing by the Contractor to the Owner of such affiliation or relationship and all details relating to the proposed arrangements.

PAGE 25

~~By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.~~**§ 5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Contractor shall not withhold sums earned by any Subcontractor on this Project by reason of obligations which may be owing to Contractor from Subcontractor on any other projects ("cross withholding"). Any such cross withholding shall be grounds for termination of Contractor or, in Owner's sole discretion, shall authorize the Owner to engage another Subcontractor to perform the Work at Contractor's expense including all damages and losses caused to Owner by such Subcontractor substitution.

...

§ 6.1.1 The Owner reserves the right ~~to~~ and may perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.
PAGE 26

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner, Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

...

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

...

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, ~~with notice to the Architect,~~ will allocate the cost among those responsible.

...

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 ~~and elsewhere in the Contract Documents.~~of the Contract Documents. Contract Language contained in Article 7 as modified herein will take precedence over all other change order pricing provisions

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

in the contract documents. The Contractor agrees that it will incorporate the provisions of this Article 7 into all agreements with lower tier Contractors. It is further understood and agreed that these change order pricing provisions apply to all types of contracts, subcontracts, and purchases. Owner and Owner's Accountant shall be afforded access to Contractor's records, books, and correspondence, instructions, drawings, receipts, subcontractors, purchase orders, vouchers, and any other data relating to the project as are necessary to verify the cost of any change, including wages and benefits paid, for which compensation is sought under this Article.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone. Verbal notification approving the Contractor to proceed with a change in the work shall be confirmed in a written format via, CCD, Change Order, Progress minutes, e-mail or other written correspondence and should be made as soon as practical.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. A Change Order or Construction Change Directive involving unit cost shall be equitably adjusted in accordance with 7.3.4.

§ 7.1.4 The Contractor and Sub Contractors must comply with all requirements specified by Article 7 Changes In The Work and each of the sub paragraph of Article 7 including, 7.2 Change Orders which shall be applied to Article 7.3 Construction Change Directivities to include 7.3.1, through 7.3.10 in the entirety to finalize the change in the contract scope.

PAGE 27

~~A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:~~**§ 7.2.1** A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

...

.3 The extent of the adjustment, if any, in ~~the Contract Time.~~the Contract Time; and
.4 Comply with all requirements of 7.2.2 below and 7.3.4.

No Change Order shall exceed any of the limitations and requirements of the Contract Documents.

§ 7.2.2 The Contractor shall comply with the following regarding Changes:
(A) A Notice or Request for Change must comply with all of the following:
.1 specifically and in detail describe the nature and cause of the Claim and,
.2 specifically reference the detail(s) on the plans and the specification section(s) that are affected and,
.3 contain an estimate of the increase or decrease in the cost to the Owner and,
.4 include supporting documentation that satisfactorily justifies to the Owner overhead, profit, insurance, sales or payroll taxes and incorporate a detailed quantity survey of all work added and deleted and,
.5 be submitted in a format acceptable to the Owner.
(B) Additive Changes must comply with the following Mark-Up schedule for Overhead, profit and bond:
If the Cost of proposed change is $0.00 to $ 4,999.99 the combing overhead, profit and bond must not exceed 20%,
If the Cost of proposed change is $5,000.00 to $ 14,999.99 the combing overhead, profit and bond must not exceed 15%,
If the Cost of proposed change is $15,000.00 to $ 24,999.99 the combing overhead, profit and bond must not exceed 10%,
If the Cost of proposed change is $25,000.00 to $ 49,999.99 the combing overhead, profit and bond must not exceed 7%,
If the Cost of proposed change is over $50,000.00 the combing overhead, profit and bond will be negotiated but will not exceed 5%, the cost of the bond shall be clearly indicated in the detailed proposal regardless of the proposed cost.
(C) The Contractors markup of subcontractor work and supplier's material(s) shall not exceed 7% for changes up to $24,999.99 and the markup shall be negotiated for changes over $25,000.00 but shall not exceed 5% of the subcontractor(s) cost of the work.

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(D) Overhead cost shall include all the general conditions expenses, including but not limited to all coordination, calculations, engineering, field and office supervision, field and office rent, utilities, telephone and communications expenses, office supplies, clean-up, debris expenses, administration and preparation. When both additions and deletions are involved in any one change, the allowance for overhead, profit and bond shall be computed on the net increase, if any, with respect to the change.
(E) For decreases in the Work or credits, the Contract shall be decreased 100% of the scheduled value of the deleted Work plus 3% for overhead, profit, and bond as applicable for the Contractor and Subcontractor(s) work or credits.
(F) The Contractor's total charge to the Owner for the use of equipment owned in whole or in part by the Contractor, its Owners, directors, officers, shareholders, or affiliated or related persons or entities shall consider the rate agreed upon between the Contractor, Owner and Architect at the beginning of the project less operator and fuel. Reference materials such as "the AED Green Book" should be used to establish market rental rates for equipment. The following shall apply;

.1 The appropriate duration of hourly rate shall be calculated based on the entire duration the piece of equipment is on the FCPS site (e.g. if the equipment item has been on the project for 30 days or more the hourly rate shall be the monthly rental divided by 176 hours; if on the project for one week the hourly rental shall be the weekly rental divided by 40; if on the project for a day the hourly rental shall be the daily rental divided by 8; if brought to the project for the specific operation the minimal rental period shall apply.) Minimal rental durations will be considered for equipment rented for specific project purposes; and

.2 The Contractor shall not invoice for delivery or removal of the equipment to or from the job site; and

.3 In no event shall the total payment paid by the Owner on any such piece of equipment exceed fifty percent (50%) of its purchase price.

(G) Subcontractor shall comply with the requirements specified above for the Contractor regarding Changes.

PAGE 28

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall not exceed any requirements listed in Article 7 including all sub-sections and shall be based on one of the following methods:

...

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices are inclusive of all cost including overhead profit, bond and insurance.

...

.1 ~~Costs of labor, including~~ Wages for Construction Workers, including supervision, directly employed to perform the construction of the work at the site. Unless otherwise agreed to by Addendum to this Contract, Labor Burden shall be limited to: social security, old age and unemployment insurance, ~~fringe benefits required by agreement or custom, and workers compensation insurance;~~health and life insurance benefits, sick leave, holidays, military leave, vacation, and pension, as well as fringe benefits required by collective bargaining agreement, and workers compensation insurance or as otherwise required by law;

PAGE 29

.5 Additional costs of supervision and field office personnel directly attributable ~~to the change.~~to the change provided, however, the Contractor shall provide an itemized breakdown showing quantities, unit costs, hours and rates of labor, and other costs and such detail as may be required to allow the reasonableness of cost to be established. Similar cost information covering Subcontractors' Work shall be included as a part of the Contractor's Proposal. Minimum charges for "handling" will not be acceptable. The allowable overhead and profit Mark-Ups to be included in the Total Cost to Owner shall be based on paragraph 7.2 and:

.1 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of the cost including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a charge involving over $500.00 be approved without such itemization;

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

.2 A Change Order must include each of the items listed in this Article 7. In the event there is no change in the Contract time or Contract amount, it must be noted that no such change is intended. A Change Order is all-inclusive, that is, a Change Order must indicate the change in Contract amount, including any overhead and profit. The Contractor cannot later request additional sums for a prior Change Order because it did not include overhead, profit, or similar items. If additional Contract time is indicated on the Change Order and the Contractor intends to claim any cost for time on any basis, the Change Order must include all additional costs, if any, associated with the additional time; and

.3 Where both additions and credits are involved in any one Change Order the allowance of overhead and profit shall be figured on the basis of the net increase, if any.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and ~~Architect.~~ Architect, credit shall be as required by Article 7 mark-up schedule. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that ~~change.~~change per the mark-up schedule.

§ 7.3.9 Pending final determination of the ~~total~~ actual cost of a Construction Change Directive to the Owner, ~~the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim~~ amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such costs that remains in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or ~~otherwise~~ reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change ~~Order.~~ Order otherwise, if contractor is directed to proceed by Owner or Construction Manager, the matter shall be considered a Claim under Article 15. Change Orders may be issued for all or any part of a Construction Change Directive.

...

The Architect with the consent of the Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

...

§ 8.1.2 The date of commencement of the Work is the date established in the ~~Agreement.~~ Agreement shall be fixed in a Notice to Proceed.

PAGE 30

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation ~~and arbitration,~~ or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Contractor waives any all rights to any increased payments for delay damages, whether by Change Order or otherwise, to include overhead, extended overhead, extended general conditions, or for any other delay-based amounts of any kind or nature, for any delay by reason of the events referred to this in this subparagraph or any other event of any kind or nature. Contractor's remedy is limited to an extension of time as set forth herein.

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

...

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~is deleted.

...

~~Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.~~§ 9.2.1 Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner, Construction Manager and Architect may require. This schedule, unless objected to by the Owner, Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect. The owner reserves the right to request the contractor to provide additional detail substantiating the schedule of values.

§ 9.2.2 The Contractor shall include a line item in the schedule of values for production of project record documents. The minimum value established will be indicated within each individual Prime Contract Package scope of work.

...

§ 9.3.1 At least ~~fifteen~~ ten days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications for payments shall be based upon the schedule of values and shall be in a form and content satisfactory to the Owner; each Application for Payment shall include and be accompanied by the following:

(a) A Contractor's Application for Payment and Cost Certification Statement AIA forms 732, 703, and IAC/PSCP 306.4 with attachment "G Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment (June 2008 or current form)" including a statement from the Contractor that all items of construction for which payment is sought have been incorporated into the Project or properly stored in accordance with the Contract Document, and;

(b) The Construction Manager shall provide the Architect with G736 and G737, Project Application and Project Certification for Payment including each contractor(s) G732 and G703 Application and Certification for Payment properly executed within the past 7 days by Contractor(s) and Construction Manager, the Architect shall execute approved documents rejecting inappropriate amounts submitted by the Contractor(s) within three days and;

(c) The Contractor's and applicable Subcontractor's Release of Liens and Waivers of Claims as requested by the owner, Construction Manager, Architect; and;

(d) Such other documentation that the Owner, Construction Manager, Architect may reasonably require after discussion with Contractor.

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, ~~but not yet~~ and included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to ~~pay.~~pay in accordance with the Contract Documents.

PAGE 32

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to ~~an~~ their individual evaluation of the Work for conformance with the Contract Documents upon Substantial ~~Completion, to~~ Completion which may include, results of subsequent tests and inspections, ~~to~~ correction of minor deviations from the Contract Documents prior to completion and ~~to~~ specific qualifications expressed by the Construction Manager or Architect.

PAGE 33

§ 9.5.2 When the above reasons for withholding certification are removed, certification ~~will be made for amounts~~ may be made for previously withheld amounts after the contractor revises and resubmits a current application for payment including such amounts that were previously withheld.

...

§ 9.5.4 If the Contractor disputes any determination by the Architect or Owner with regard to any Applications for Payment, the Contractor shall nevertheless expeditiously continue to execute the Work and shall make claim as provided in Article 15.

§ 9.5.5 The Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the Architect has approved the Owner's action, or the Work for which payment is being withheld has been rejected by any Governmental authority.

PAGE 34

~~If~~ Subject to other provisions of the Contract Documents, if the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within ~~fourteen~~ thirty days after the Construction Manager's ~~receipt~~ approval of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's ~~reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~substantiated direct costs of shut-down. Article 9.7 shall not apply to Change Orders that have not received formal approval by the Board of Education of Frederick County, all such Change Orders shall not be included in Applications for Payment until the Contractor receives formal notification from the Owner that the Change Order has received formal approval by the Board of Education of Frederick County and the contractor has completed the Change Order work.

...

§ 9.8.3 Upon receipt of the Contractors comprehensive punch list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. All items that are disclosed during inspections not complying with the Contract Documents shall be added to the Contractor's Punch List and a copy of the Amended Punch List shall be submitted to the Owner and the Architect. Any Certificate of Substantial Completion shall then be submitted making reference to the Punch

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

List item, as either being completed to the Architect's satisfaction or shall fix a time within which the Contractor shall complete any remaining items. In the event the Contractor's Punch List is not completed by the date set forth in the Certificate of Substantial Completion, Owner has the option of deducting from balances due the Contractor an amount sufficient to compensate Owner for the cost of completing the Punch List. The amount to be deducted shall be determined in the sole discretion of Owner. Alternatively, Owner at its sole discretion may proceed to engage another Contractor to complete the Punch List Work with the cost thereof to include Owner's administrative costs, which costs shall be calculated in the sole discretion of the Owner, to be deducted from the amount retained and if the amount retained is insufficient, the Contractor is responsible to reimburse Owner the full amount of the uncovered cost. To the extent that multiple inspections may be required to determine whether the Work or a designated portion thereof has attained substantial completion, the Owner shall be entitled to deduct from the Contract Sum any amounts which it must pay to the Architect for additional services for such additional inspections.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof ~~is~~ including Record Documents & Maintenance Manuals are substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work provided the contractor has completed all other contractual requirements stipulated to begin the warranty period or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion ~~thereof.~~ thereof pursuant to Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

PAGE 35

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the requirements of Article 5 Standard Form of Agreement Between Owner and Contractor as executed for the project have been completed and until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

PAGE 36

.2 defects in the Work or failure of the Work to comply with the requirements of the Contract Documents; or

...

§ 9.10.6 Under no circumstances shall final payment by the Owner constitute a waiver of defects in construction or failure of the Work to otherwise comply with the Contract Documents.

PAGE 37

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1681286511)

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice and exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner and shall defend, indemnify, and hold Owner and Architect harmless from and against all claims, liabilities, suits, losses and damages arising out of or relating to such materials.

PAGE 38

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

PAGE 39

§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~is deleted.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner~~ Contractor shall pay costs not covered because of such deductibles.

PAGE 41

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is ~~made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.~~not resolved between the Owner and said party, the dispute shall be resolved in accordance with Article 4. No decision of the Architect shall be required.

...

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs. The cost to repair nonconforming work shall be considered a latent defect and the contractor responsible for the work or as appropriate the damage to the work shall be responsible for the cost to make repairs to said work and return the uncovered work to the condition before the work was uncovered.

...

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within five working days, the Owner may correct it in accordance with Section 2.4. If the Contractor does not proceed with correction of such nonconforming Work within five working days fixed by written notice from the Architect issued through the Construction Manager, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and or its surety shall pay the difference to the Owner.

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within ~~one~~ two year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the ~~one-year~~ two-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within ~~a reasonable time during that period~~ five working days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section ~~2.4.~~2.4, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within three days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The ~~one-year~~ two-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The ~~one-year~~ two-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

PAGE 42

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the ~~one-year~~ two-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

...

The Contract shall be governed by the law of ~~the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~The State of Maryland.

...

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.~~ - If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 ~~The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.~~is deleted.

PAGE 43

§ 13.5.7 No test or inspection or results thereof, shall constitute an acceptance of any Work not conforming to the requirements of the Contract Documents.

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Interest payments will not be required for late payments under the terms of this Contract.

...

~~The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.~~Commencement of Statutory Limitations Period and Statute of Repose shall be in accordance with the laws of the State of Maryland.

§ 13.8 EQUAL OPPORTUNITY

§13.8.1 The Contractor shall maintain minimum policies of employment as follows:

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

PAGE 44

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period ~~of 30 consecutive days~~ exceeding 120 consecutive days beyond the Construction Managers current updated schedule through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

...

.4 ~~The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~is deleted.

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 14.1.2 ~~The~~ Provided the following stipulations are outside or beyond the Construction Managers current project schedule, the Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed ~~including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~is deleted.

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

...

.3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents;

.5 in the event that it is adjudged that the Owner's termination for cause is not justified, then the termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation only as set forth in the provisions of this Agreement regarding termination by the Owner for convenience.

PAGE 45

§ 14.2.5 In the event that is adjudged that the Owner's termination for cause is not justified, then the Termination shall be deemed to be a termination by the Owner for convenience and the Contractor shall be entitled to compensation as only set forth in the provisions of this Agreement regarding termination by Owner for Convenience.

...

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. At its option the Owner may terminate this Contract in whole or from time to time in part at any time by written notice thereof to the Contractor. Upon any such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Owner shall pay Contractor in accordance with 14.4.2 below. The provisions of the Contract, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not confirming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice direct otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no further orders or subcontracts for materials, equipment, services, or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plans and equipment on the Site or in transit thereto. Upon such termination, the obligations of the Contractor shall continue as to portions of the Work already performed and as to bona fide obligations assumed by the Contractor prior to the date of termination.

PAGE 46

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~Upon Termination for Convenience, the provisions of the Contract, which by their nature, survive any final acceptance of the Work, shall remain in full force and effect after such termination to include but not limited to warranties and obligations for the correction of Work not conforming to the Contract Documents. Upon receipt of the Termination Notice, Contractor shall, unless the Notice directs otherwise, immediately discontinue the Work and, to the extent specified in the Notice, place no future orders or Subcontracts for materials, equipment, services or facilities and shall promptly make every reasonable effort to procure cancellation of such orders or Subcontracts upon terms satisfactory to the Owner and shall thereafter do only such Work and perform such services as may be directed by the Owner as necessary to preserve and protect Work already in progress and to protect materials, plant and equipment on the site or in transit thereto. Upon termination, Contractor shall be entitled to be paid the full cost of all Work properly done by Contractor on account of the portion of Work Performed. If at the date of such termination, Contractor has properly prepared or fabricated off the site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Site or to such other place as the Owner shall reasonably direct, then Contractor shall be paid for such goods or materials. No other payment shall be made by reason of damages or otherwise, including but not limited to loss of anticipated profits, overhead, or any other claim or amount whatsoever.

...

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the ~~Contract~~ Contract. A Claim must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by ~~either~~ the ~~Owner or~~ Contractor must be ~~initiated~~ made by written notice to the ~~other party~~ Owner and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by ~~either party~~ the Contractor must be ~~initiated~~ made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. No Contractor claim shall be valid unless made in strict accordance with this paragraph.

...

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Claim must be processed as defined herein, Article 15 and comply with all requirements of Article 7.

...

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. No claim for delay damages shall be valid and no such damages shall be paid by the Owner without Owner's written consent, which consent is in the sole and absolute discretion of the Owner. No written consent by the Owner to damages for one period of delay shall entitle Contractor to damages for any other period of delay. A Claim for additional time must be for adverse weather conditions and the actual conditions must exceed the cumulative monthly adverse weather day totals indicated in 15.1.5.2.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, the time must exceed the time as defined in the schedule below, such Claim shall be documented by data substantiating that weather the anticipated conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The State of Maryland, Department of General Services, Special Provisions Section of Hagerstown, Maryland will be used in the calculation of the monthly anticipated adverse weather delays. The monthly-anticipated adverse weather delays are as follows, in workdays. The Contractor's schedule must reflect these anticipated adverse weather delay days in weather dependent activities:

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
8	7	7	8	8	7	5	6	4	6	5	5

In any event, Contractor's Claim(s) for delay in the performance of the Work due to adverse weather conditions is strictly limited to a Claim for additional for additional time only. In no event shall the Contractor be entitled to monetary damages or any other compensation as a result of a delay in the performance of the Work due to adverse weather conditions.

PAGE 48

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue ~~binding dispute resolution proceedings~~ litigation with respect to the initial decision.

...

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of ~~binding dispute resolution proceedings~~ litigation but, in such event, mediation shall proceed in advance of ~~binding dispute resolution proceedings,~~ litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

...

§ 15.4 Arbitration is deleted and replaced with Litigation as follows,

All disputes and other matters in question between the parties to this Agreement which cannot be resolved by the parties in accordance with the terms of this Agreement shall be referred to legal counsel and resolved in the Circuit Court for Frederick County, Maryland and all parties hereto agree to submit themselves to the jurisdiction of that Court. During any legal proceedings or other dispute resolution proceedings which may be agreed to between the parties, Owner and Contractor shall comply with sub-paragraph 4.74.

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

~~permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

Additions and Deletions Report for AIA Document A232™ – 2009 (rev. 12/11) (formerly A201™ CMa – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:55:08 ET on 05/27/2020 under Order No. 4323301581 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:55:08 ET on 05/27/2020 under Order No.4323301581 which expires on 09/19/2020, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (1681286511)

FREDERICK COUNTY PUBLIC SCHOOLS	Reg. No. 200-08
Subject: MINORITY BUSINESS ENTERPRISE PROCEDURES	**Issued:** 6/7/85
Preparing Office: Office of the Superintendent	**Amended:** 12/22/17

I. Policy 202.5

II. Procedures
MBE PROCEDURES FOR STATE-FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts is awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by formal state regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

In July 2011, a Sub-Goal Directive was issued by the Governor's Office of Minority Affairs (GOMA). This Directive established the process for setting contract by contract sub-goals. Sub-goals consistent with demonstrated underrepresentation were pre-established within the Directive.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was initially established under House Bill (HB) 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the sub-goals to be set for school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements.

The revised procedures issued by GOMA in July 2011 provide guidance for establishing overall goals that are contract-specific and reasonable, and for setting sub-goals only on contracts that actually have subcontracting opportunities. The procedures for setting overall MBE goals have not changed, however once the overall goal is decided by the Procurement Review Group (PRG), the sub-goal analysis must be completed for contracts that have a total potential MBE participation over a minimum threshold amount, as defined for specific Major Industry Categories.

All activities funded through the Public School Construction Program (PSCP) fall within Construction in the Major Industry Categories. In place of the original goals of 7 percent for African American-owned businesses and 10 percent for certified women-owned businesses, the sub-goals for construction are now 7 percent for African American-owned businesses and 4 percent for Asian American-owned businesses. Sub-goals are not to be set for other minority groups which may be represented in the overall contract goal.

1.0 PURPOSE

The purpose of these procedures is to fulfill the intent of the law and the guidelines issued by GOMA by setting appropriate goals for minority business enterprise participation in every contract that includes State funding through the PSCP. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State PSCP funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

2.0 EFFECTIVE DATE

These procedures have been adopted for use in Frederick County and supersede previously utilized MBE procedures, in accordance with Title 14, §3, State Finance and Procurement Article.

Note: All current attachments required for MBE participation can be found on the Public School Construction website: http://www.pscp.state.md.us/programs/mbe/mbeindex.cfm

3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).

3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)

4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business. Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

   a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;

   b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:

      1) Authority to sign payroll checks and letters of credit;
      2) Authority to negotiate and sign for insurance and/or bonds;
      3) Authority to negotiate for banking services, such as establishing lines of credit; and

4) Authority to negotiate and sign for contracts.

c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.

5. **Minority Business Enterprise** (MBE) means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including: African Americans; American Indian/Native Americans; Asians; Hispanics; Physically or mentally disabled individuals; or, Women.

6. **Minority Business Enterprise Liaison** means the employee of the LEA designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.

7. **Operational Control, as defined by MDOT**, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

   a. The minority owner should have experience in the industry for which certification is being sought; and

   b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.

8. **Ownership**, as defined by MDOT, means that:

   a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.

   b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.

9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.

10. **Disadvantaged Business Enterprise (DBE)** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at $1,500,000, adjusted annually for inflation according to the Consumer Price Index (CPI); above this net personal worth figure, an individual may not be found to be socially and economically disadvantaged. The current personal net worth (PNW) figure can be found on the MDOT website at: http://www.mdot.maryland.gov/Office%20of%20Minority%20Business%20Enterprise/Resources%20Information.

11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

12. **Days** mean business days unless otherwise specified. Business days are defined as Monday through and including Friday, with the exception of Nationally or State recognized holidays.

13. **Regular Dealer** is defined to be a firm that owns, operates, or maintains a store, warehouse, or any other establishment in which materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business. A "regular dealer" does not include a packager, broker, manufacturer's representative, or any other person that arranges or expedites transactions.

4.0 MBE GOAL SETTING PROCEDURES

1. General

   a. The overall MBE goal and the sub-goals, if appropriate, are established on a per-contract basis for the purposes of solicitation.

      1) Where a project consists of more than one contract, the individual contract goals and sub-goals, if appropriate, should reflect the overall project goal and sub-goals.

      2) The words "if appropriate" and "if applicable" throughout this document reflect the understanding that for some solicitations, no African American or Asian American sub-goals should be established.

   b. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.

      1) *Race-neutral measures* include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts. These might include widespread advertising of bidding opportunities, job fairs, and similar publicity events.

      2) *Race-based measures* include setting an overall MBE goal and MBE sub-goals, if appropriate, based upon race, gender, ethnicity, etc., for a specific contract.

2. General Considerations for Setting MBE Goal and Sub-goal. The overall MBE goal and the sub-goals, if appropriate, should be set for each specific project contract, considering but not limited to, the following factors:

   a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project contract;

   b. A determination of the number of certified MBEs that potentially could perform the identified work;

c. The geographic location of the project in relationship to the identified certified MBEs;

d. Information obtained from other state and local departments/agencies related to establishing a MBE goal and/or sub-goals for similar construction projects or work in the jurisdiction;

e. A State agency may apply only 60% of the cost of materials and supplies provided by a regular dealer that is a certified MBE toward achieving an MBE contract goal. For materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, only the fees, commissions, or transportation charges related to the purchase can be counted toward achieving the MBE contract goal, if the agency determines that they are reasonable and not excessive; the actual cost of materials and supplies cannot be counted toward the MBE contract goals.

f. Information obtained from other state and local departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and

g. Any other activities or information that may be identified as useful and productive.

h. Procurement agencies may not use quotas.

i. Procurement agencies may not use any project goal-setting process that:

1) Solely relies on the State's overall percentage goal, or any other jurisdiction's overall percentage goal; or

2) Fails to incorporate an analysis of:

- The potential subcontract opportunities available in the prime procurement contract;
- The availability of certified MBEs to respond competitively to the potential subcontract opportunities;
- Guidelines established by GOMA; and
- Other factors that contribute to constitutional goal setting.

3. MBE Sub-goal Setting Procedure:

a. Once an overall MBE participation goal is set for a project contract, each unit shall determine the appropriate contract sub-goals.

b. If the expected value of the procurement is not equal to or in excess of $200,000, the Sub-goal process is discretionary.

c. All State funded public school construction is classified as Construction in the Major Industry Category schedule established by regulation.

1) Accordingly, sub-goals for school construction projects receiving State funding participation apply to the following Subgroups:

- African American: 7%
- Asian American: 4%

2) Dually certified firms are to be counted as being owned by a member of the relevant ethnic Subgroup, not as a woman-owned business.

d. Sub-goals shall only be set when the overall goal is greater than or equal to the sum of the sub-goals listed in subsection 3.c.1 of this section, plus two percent (2%), i.e., the overall goal must be at least 13%; otherwise, no sub-goals may be established for the contract.

e. A sub-goal may not be set if the number of certified firms in the Subgroup is less than three (3).

f. If the Subgroup has three (3) or more certified firms available to perform the work, the Recommended Sub-goal should be set at the number specified above, unless a basis is provided in the Procurement Review Group documentation for not applying the specified sub-goal.

g. For each procurement that has an overall goal, the MBE Program Sub-goal Worksheet (Appendix I) shall be completed and signed by the LEA Procurement Officer and MBE Liaison.

4. The Superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE liaison and the Procurement Officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project architect, the cost estimator, the Construction Manager, and/or other individuals selected by the Superintendent or designee.

   a. The PRG should communicate and/or meet as needed to consider the subcontracting goal and sub-goals, if applicable, for individual projects or groups of projects.

   b. The PRG should consider the factors cited in 4.0, subsection 2, when establishing the MBE goal and sub-goals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.

   c. The PRG must complete and submit a written analysis for each state funded school construction project with an estimated cost that is expected to exceed $200,000.

      1) For state-funded projects that required review of construction documents, the written analysis and the MBE Program Worksheet (Appendix I) shall be submitted with the construction documents to the Department of General Services (DGS), and will be reviewed by the DGS for submission, appropriate signatures and correspondence between the goal and sub-goals, if applicable, indicated in the analysis and those of the procurement documents.

      2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP, and will be reviewed for submission and appropriate signatures.

      3) For locally funded projects that are anticipating to be requested for state approval of planning and funding, the written analysis and the MBE Program Worksheet shall be submitted with construction documents to the Maryland State Department of Education (MSDE), and will be reviewed for submission, appropriate signatures, and correspondence between the goal and sub-goals, if applicable, indicated in the analysis and those of the procurement documents. Submission of the documents is a pre-condition for recommendation for state approval of planning and funding when submitted in an annual CIP.

      4) If the project cost is estimated to exceed $200,000 then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGS or the PSCP

   d. For projects estimated to cost between $50,000 and $200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.

      1) For state-funded projects that require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted with the construction documents to the DGS, and will be reviewed for submission, appropriate signatures, and correspondence between the goal and sub-goals, if applicable, indicated in the analysis and those of the procurement documents.

      2) For state-funded projects that do not require review of construction documents, the written analysis and the MBE Program Worksheet shall be submitted to the PSCP and will be reviewed for submission and appropriate signatures.

   e. The PRG should consult with local counsel for the Board of Education as needed.

5. It is recognized that by utilizing the factors cited in Section 4.0, subsection 2, the MBE goal and/or sub-goals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25% overall, with 7% from African American-owned businesses and 4% from Asian American-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or sub-goals will be set for a specific project or the segmented piece of the project.

6. Assistance in reviewing the factors cited above and setting a goal and/or sub-goals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the PSCP and/or GOMA.

5.0 IMPLEMENTING PROCEDURES - $50,000 OR LESS

For construction projects estimated to cost $50,000 or less, the following procedures will be utilized:

1. A MBE goal and/or MBE sub-goals are not required to be set for contracts that are anticipated to be for $50,000 or less.

2. All advertisements, solicitations, and solicitation documents shall include the following statement:

   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."

3. To encourage greater MBE participation, the staff of the LEA should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.

4. A copy of the solicitation notice, preferably electronically, shall be sent to GOMA at the same time the advertisement for the solicitation is released.

5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.

6. FCPS provides current solicitation packages on the FCPS website: http://www.fcps.org/bidlist. Large solicitation packages that contain drawings are available thru a third party electronic plan room.

7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over $50,000, are not required to be submitted for these projects ($50,000 or less).

8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.

10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article14-301 (F) and (J), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award, their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them after approval by the LEA.

12. Upon completion of the project, the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor's final requisition for payment. The summary shall be forwarded to the PSCP with the close-out paperwork.

6.0 IMPLEMENTING PROCEDURES - Over $50,000

For construction projects estimated to cost in excess of $50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:

   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."

   b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of __ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."

   c. If sub-goals have been established for this project then one of the following should be included:

      1) "The sub-goals established for this project are __ percent from African American-owned businesses and __ percent from Asian American-owned businesses."

      2) "The sub-goal established for this project is __ percent from African American-owned businesses."

      3) "The sub-goal established for this project is __ percent from Asian American-owned businesses."

   d. "The bidder or offeror is required to submit with its bid or proposal a completed form "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" as described in the solicitation documents.

   e. If there are no overall MBE goal or MBE sub-goals established for the project, then only 1.A. above is to be included.

2. Other Advertisement and Outreach Requirements:

   a. To encourage greater MBE participation the staff of the LEA should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.

   b. A copy of the solicitation notice, preferably electronically, shall be sent to GOMA at the same time the advertisement for the solicitation is released.

   c. FCPS provides solicitation packages on the FCPS website: http://www.fcps.org/bidlist. Large solicitation packages that contain drawings are available thru a third party plan room.

   d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and sub-goals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required schedules, and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.

   e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements, completely and in a timely fashion, to ensure that all potential contractors and subcontractors can compete effectively.

3. All Solicitation Documents Shall Include the Following:

a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice". "All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors are required to attempt to achieve the MBE goal and sub-goals, if applicable, established for the project from certified MBEs".

b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of __ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of __ percent from certified African American-owned businesses, a minimum of __ percent from certified Asian American-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and sub-goals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.

c. Each bid or offer submitted, including a submittal from a certified minority business enterprise in response to this solicitation, shall be accompanied by a completed "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and a completed "MBE Participation Schedule". These two forms must be accurate and consistent with each other.

1) The forms shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.

2) As an alternative, and at the discretion of the school system, the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit the "MBE Participation Schedule" in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with "MBE Participation Schedule" will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with the "MBE Participation Schedule", prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.

d. The submittal of a completed and signed "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and a completed and signed "MBE Participation Schedule" indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE sub-goals, if applicable, for the specific project.

1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 business days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 business days prior to the bid opening will also be considered.

2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.

e. The bidder or offeror must check one of the three boxes on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or sub-goals, if applicable, that:

1) They are therefore requesting a waiver, and

2) Documentation of their good faith efforts will be provided to the school system staff within 10 business days of being notified that they are the apparent low bidder or apparent successful offeror.

f. The bidder or offeror must submit the "MBE Participation Schedule" (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" is required. All of the work specified to be performed by each MBE firm, MDOT certification number, minority type, and percentages must be correct.

g. The "MBE Participation Schedule" should be completed and submitted with all calculations utilizing the base bid or offer only. A revised "MBE Participation Schedule" should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.

h. If a request for a waiver has been made, the appropriate box on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" has been checked and the form signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.

i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) business days from notification that the firm is the apparent low bidder or successful offeror:

1) A completed and signed "Outreach Efforts Compliance Statement" and "Minority Business Enterprise Subcontractor Project Participation Statement". One "Minority Business Enterprise Subcontractor Project Participation Statement" shall be completed and signed by the prime contractor and each MBE firm listed on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit".

2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.

3) The ten (10) business days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.

4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures:

a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or sub-goals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the three boxes on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit". The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required

to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.

b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE sub-goals, if applicable, from certified African American-owned businesses and/or from certified Asian American-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed "Outreach Efforts Compliance Statement", "Minority Subcontractors Unavailability Certificate" and "MBE Waiver Documentation" which shall include the following:

   1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;

   2) A detailed statement of the efforts made by the bidder or offeror prior to and <u>at least ten (10) days before the bid or proposal opening</u> to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;

   3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered;

   4) A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for item (2) above;

   5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;

   6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;

   7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;

   8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings or other meetings scheduled by the MBE Liaison or designated representative; and

   9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.

c. In addition, to any waiver documentation, the apparent low bidder or successful offeror shall submit one completed "Minority Business Enterprises Subcontractor Project Participation Statement" for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of the "MBE Participation Schedule" or the revised "MBE Participation Schedule".

d. A waiver of an MBE contract goal or sub-goal, if applicable, may be granted by the LEA only upon receipt of "Outreach Efforts Compliance Statement", "Minority Subcontractor Unavailability Certificate" and "MBE Waiver Documentation" as described above in 4. b. items 1 through 9.

   1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.

2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.

3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.

4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted including the LEA's review and analysis notes and conclusion shall be retained in the project file.

5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted including the LEA's review and analysis notes and conclusion shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.

6) When a waiver is granted, a copy of "MBE Waiver Documentation" accepted and signed by a LEA representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction Program within 10 days after approval of the contract award by the Board of Education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

a. *The contractor shall perform the contract in accordance with the representations made in the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and the "MBE Participation Schedule" submitted as part of the bid or proposal.*

b. *Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract.*

1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.

2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.

3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.

4) The contractor shall submit monthly to the MBE Liaison or the s LEA's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

5) The contractor shall include in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the PSCP, and/or GOMA may, from time to time, conduct.

7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the PSCP and/or other designated official entities.

9) At the option of the MBE Liaison, or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on its "MBE Participation Schedule" has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in the "MBE Participation Schedule" shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the agency head and subsequently by contract amendment.

11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or sub-goals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or sub-goals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or sub-goals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301.1, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison prior to initiation and should be included in subsequent monthly requisitions for payment.

13) The contractor shall complete the Certified Minority Business Participation Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment this submittal should accurately reflect the payments to be made that month to MBEs and the cumulative total for the period specified. Any and all MBE firms that are identified on the "MBE Participation Schedule" should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the percentage and amount that was anticipated to be paid at the time of contract award, the percentage and amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE were below the level of commitment at the time of contract award. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the LEA can structure its procedures to attain the overall MBE goal and sub-goals, if applicable, for the project as presented below:

b. The MBE liaison and other LEA staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and sub-goals, if applicable, for each specific bid or proposal package.

c. The overall MBE goal and sub-goals, if applicable, for the project shall represent the aggregate of the individual goals and sub-goals, if applicable, set for each bid or proposal package.

d. In setting the specific goals and sub-goals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.

e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the LEA's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and sub-goals, if applicable, for each solicitation package. This would include the overall MBE goal and sub-goals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the LEA for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.

f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and sub-goals, if applicable, would not be required to submit any of the MBE schedules that are otherwise required nor would they be required to indicate that they are requesting a waiver. The LEA representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.

g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" and "MBE Participation Schedule" as described above in section 6.0. This includes the documentation for a request for a waiver, if applicable and appropriate.

7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery:

a. The solicitation should be prepared and the overall MBE goal and sub-goals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.

b. If an overall goal and sub-goals, if applicable, are set the bidders or offerors would be required to submit "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.

c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.

d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit the "MBE Participation Schedule" for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.

e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP as the task orders and/or purchase orders are approved.

f. The contractor shall complete the Certified Minority Business Participation Standard Monthly Contractor's Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on the "MBE Participation Schedule" should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

g. At the completion of the contract period or the full utilization of the contract's value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract. The summary shall be forwarded to the LEA with the final requisition. The LEA shall include this documentation with the submittal of the close-out paperwork to the PSCP.

8. Projects Utilizing the Design/Build Delivery Method:

a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and sub-goals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.

b. The bidders or offerors should be required to submit "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and sub-goals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE schedules, at this time.

c. If the bidder, or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and sub-goals, if applicable, for this project on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.

d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.

e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.

f. At a point in time that is approximately 30 days prior to the anticipated construction document submission to the State; the team should complete and submit a revised "MBE Participation Schedule" to the LEA for their review and approval.

g. If the team had indicated on the original "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" that they would meet the goals and the information on the "MBE Participation Schedule" indicates that they did meet the goals then the team should proceed with the construction of the project.

h. If the team had indicated on the "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit" that they did not anticipate meeting the overall MBE goal and sub-goals, if applicable, or only a portion of the goal and sub-goals, if applicable, then the "MBE Participation Schedule" should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.

i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and sub-goals, if applicable, established for the project and as stated on the revised "Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit".

j. If a request for a waiver is made and approved, "MBE Waiver Documentation" should be signed by a LEA representative and submitted to the PSCP and GOMA.

k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related schedules to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.

l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 5.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the PSCP. These records shall include by project:

   a. The contractor report submitted at the completion of the project;

   b. The identity of the minority contractors employed on the project;

   c. The type of work performed;

   d. The actual dollar value of the work, services, supplies or equipment; and

e. The MBE percentage of the total contract.

2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or sub-goals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.

4. The LEA shall submit the "Close-Out Cost Summary" (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), along with the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.

   a. All final MBE payments should be verified by the LEA MBE Liaison before submission to the PSCP.

5. Each quarter and at the end of each fiscal year end, the LEA will submit to the, PSCP Fiscal Services a report "Payments Made to Contractors during The Fiscal Year" and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.

6. Each fiscal year end, PSCP Fiscal Services will create a report "Projects Completed during the Fiscal Year" and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and sub-goals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA's procurement personnel or project staff shall verify that the certified MBE's listed in the MBE participation schedule are actually performing the work.

2. The LEA's procurement personnel or project staff shall ensure that MBE subcontractors are receiving compensation as set forth in the "MBE Participation Schedule" by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.

3. PSCP Fiscal Services will:

   a. Compile data on projects completed during the fiscal year;

   b. Confirm that all MBE subcontractors listed in the "MBE Participation Schedule" have received payment; and

   c. Maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities.

4. The MBE Liaison and/or the PSCP will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.

5. The MBE Liaison will maintain appropriate records, and shall assist the PSCP in on-site or post-audit reviews upon request.

6. Auditors from the PSCP will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.

2. The MBE Liaison will be the contact person who will work with the PSCP and GOMA to implement the Minority Business Enterprise Program for the school system and the State of Maryland.

3. The Superintendent will immediately notify the PSCP if there is a change in the MBE Liaison for the school system.

10.0 PAYMENT/REIMBURSEMENT FOR ALL PSCP FUNDED PROGRAMS

1. Use IAC/PSCP Form 306.4 Page 3. ("Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment")

2. The Prime Contractor must complete this Form and submit it with each Monthly Requisition/Invoice for Payment for each project in which they are seeking payment from either the Local Education Agency (LEA) or State of Maryland Public School Construction Program. If no MBE Sub-Contractors were utilized on a project (i.e., no MBE goals were set for the project and/or full waiver was granted), this Form must still be submitted by the Prime Contractor.

    a. IAC/PSCP Form 306.4 Page 3 must be PROJECT specific – If one bid/contract covers multiple projects (either different schools or scopes of work), this Form must be calculated and submitted by the Prime Contractor on an individual project basis.

    b. IAC/PSCP Form 306.4 Page 3 must be Prime Contractor/Trade Package specific – If the IAC recognized multiple Prime Contractors and/or Trade Packages, this Form must be completed by each Prime/Trade Contractor recognized by the IAC and submitted.

3. All ORIGINAL MBE Sub-Contractors must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and ORIGINAL Contract Amount as stated on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement". (ONLY MDOT Certified companies should be listed on this Form.)

4. Any additional MBE Sub-Contractors utilized on a project must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and total contract amount. (ONLY MDOT Certified companies should be listed on this Form.)

5. The Prime Contractor should fill in the amount they intend to pay each MBE Sub-Contractor for the current requisition as well as all money paid to date. By signing this Form, the Prime Contractor is certifying their intent to pay the "Amount to be Paid This Requisition". They are also certifying the distribution of money listed under the "Total Paid to Date" column.

6. The LEA MBE Liaison shall verify each month with the MBE Sub-Contractors that all money listed under the "Total Paid to Date" column has been received from the Prime Contractor. By signing this Form, the LEA MBE Liaison is certifying all MBE Sub-Contractors have been paid all money due to them by the Prime Contractor.

7. The MBE Liaison should also be comparing the current Form with the prior month(s) to make sure information is not being duplicated and/or repeated. Payments to MBE Sub-Contractors should be progressive and recorded.

8. If for any reason, an amount the Prime Contractor listed on the Form as intending to pay the MBE Sub-Contractor was not made, or if the payment amount changed, the LEA MBE Liaison should be inquiring about the change in payment or non-payment to the MBE Sub-Contractor.

9. NO REQUESTS FOR PAYMENT/REIMBURSEMENT SHOULD BE SUBMITTED TO PSCP UNTIL THE PROCEDURES ABOVE HAVE BEEN COMPLETED.

11.0 CLOSE-OUT SUMMARY SUBMISSION

1. Use IAC/PSCP Form 306.6 ("Close Out Cost Summary").

2. The Prime Contractor must complete this Form and submit it with the FINAL Requisition (IAC/PSCP Form 306.4) to the LEA or upon LEA request. If no MBE Sub-Contractors were utilized on a project (i.e. no MBE goals were set for the project and/or a full waiver was granted), this Form must still be submitted by the Prime Contractor.

   a. IAC/PSCP Form 306.4 Page 3 must be PROJECT specific – If one bid/contract covers multiple projects (either different schools or scopes of work), this Form must be calculated and submitted by the Prime Contractor on an individual project basis.

   b. IAC/PSCP Form 306.4 Page 3 must be Prime Contractor/Trade Package specific – If the IAC recognized multiple Prime Contractors and/or Trade Packages, this Form must be completed by each Prime/Trade Contractor recognized by the IAC and submitted.

3. All ORIGINAL MBE Sub-Contractors must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and ORIGINAL Contract Amount as stated on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" (ONLY MDOT Certified companies should be listed on this Form.)

4. Any additional MBE Sub-Contractors utilized on a project must be listed on this Form with their full company name, MDOT Certification Number, MDOT Classification and total contract amount. (ONLY MDOT Certified companies should be listed on this Form.)

5. The Final Form 306.4 should reflect ALL money paid to each MBE Sub-Contractor. There is a column on the Form to answer "Yes" or "No" for the MBE Sub-Contractor being paid in full. There is also a column on the Form for the Prime Contractor to state a brief reason if a MBE Sub-Contractor was paid less than the original contract amount stated on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement". By signing this Form, the Prime Contractor is certifying the MBE Sub-Contractors have been paid in full for this project.

6. The LEA MBE Liaison shall verify with the MBE Sub-Contractors that all money listed under the "Total Paid to Date" column has been received and no additional money is owed to them by the Contractors have been paid in full by the Prime Contractor for this project.

7. NO CLOSE-OUT COST SUMMARY SHOULD BE SUBMITTED TO PSCP UNTILTHE ABOVE PROCEDURES HAVE BEEN COMPLETED.

<u>Additional Submission Requirements Applicable to All State Funded Projects</u>

1. If an ORIGINAL MBE Sub-Contractor listed on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" is not paid in full and/or not utilized on a project, the Prime Contractor shall submit in writing an explanation for either the reduction in contract amount/payment or why the MBE Sub-Contractor was not utilized.

2. It is the responsibility of the LEA MBE Liaison to contact the MBE Sub-Contractor to verify the explanation provided by the Prime Contractor. Any correspondence between the LEA MBE Liaison and both the Prime Contractor and MBE Sub-Contractors should be kept by the LEA and be made available to PSCP upon request or audit.

3. If an MBE Sub-Contractor originally listed on the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" becomes unavailable and/or is not going to be utilized. This information should be communicated to the PSCP MBE Program Manager and the PSCP Finance Department by the LEA immediately.

4. If additional MBE Sub-Contractors are hired after the "MBE Participation Schedule" and "Minority Business Enterprises Subcontractor Project Participation Statement" have been submitted to PSCP, the LEA MBE Liaison must submit this information to the PSCP MBE Program Manager and the PSCP Finance Department immediately.

12.0 LIQUIDATED DAMAGES PROVISION FOR CONTRACTS CONTAINING MINORITY BUSINESS ENTERPRISE PARTICIPATION GOALS

Chapter 154, Laws of Maryland 2012 required the Board of Public Works (BPW) to promulgate a regulation that included a requirement that all contracts containing minority business enterprise participation goals contain a liquidated damages provision that applies in the event that the contractor fails to comply in good faith with the provisions of the Subtitle 11 of Title 21 or the pertinent terms of the applicable contract. See § 14-303(b) (5), State Finance and Procurement Article, Maryland Annotated Code (SFP).

The regulation promulgated by the BPW, effective May 13, 2013, states that: "All contracts containing certified MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract." Code of Maryland Regulations (COMAR) 21.11.03.10(E).

Approved:

Original signed by

_____
Theresa R. Alban
Superintendent of Schools

Outreach Efforts Compliance Statement

****Complete and submit this form within 10 business days of notification of apparent award ****

In conjunction with the bid or offer submitted in response to Frederick County Public Schools for the solicitation for _____ project, PSC# _____, I affirm the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories (extend list as needed):
   a. _____ d. _____
   b. _____ e. _____
   c. _____ f. _____

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited certified MBEs (extend list as needed):
   a. _____
   b. _____
   c. _____
   _____

4. Select ONE of the following:

   a. ☐ This contract does not involve bonding requirements.
   OR
   b. ☐ Bidder/Offeror assisted certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).

5. Select ONE of the following:

   a. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.
   OR
   b. ☐ No pre-bid/proposal conference was held.

_____ By: _____
Bidder/Offeror Printed Name Signature: _____
Title: _____
Date: _____
Address: _____
_____
_____

October 2017

Attachment D

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

_____ _____
MDOT Certification Number NAICS Code

1. Work/Services to be performed by MBE Subcontractor: _____

_____

2. Subcontract Amount: $ _____ Participation Amount $_____
3. Bonds - Amount and type required of Subcontractor if any: _____
4. MBE Anticipated or Actual Commencement Date: _____ Completion Date: _____
5. This MBE subcontract represents the following percentage of the total contract cost: _____
6. This is an African American Firm: Yes _____ No _____
7. This is an Asian American Firm: Yes _____ No _____
8. This is a Native American, Hispanic or Disabled Firm: Yes _____ No _____
(Circle One)

****

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor:_____

Date: _____

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

_____
(City) (State) (Zip)

was offered an opportunity to bid on the _____ school project

in _____ County by _____
(Name of Prime Contractor's Firm)

****

2. _____ (Minority Firm), is either unavailable for the

work/service or unable to prepare a bid for this project for the following reason(s):

_____

_____

_____

_____ _____ _____
Signature of Minority Firm's MBE Representative **Title** **Date**

_____ _____
MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is <u>not</u> completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ _____ _____
Signature of Prime Contractor Title Date

October 2017

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ **PSC No.**_____

Base Contract Amount **$** _____

Plus Accepted Alternates **$** _____

Equals Total Contract Amount **$** _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of ____ percent from certified African American-owned businesses, a minimum of ____ percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____ **, hereby certify that my position is**
(Name of Company Representative)

_____ **, and I am the duly authorized representative of**
(Position Title)

_____ **.**
(Company Name)

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Participation		Request For Waiver	
	Dollar Value of Total Contract*	Percent of Total Contract	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Asian American						
c. Other * in Sub Goal group a/b above						
TOTALS						

*** with accepted/rejected alternates**

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. **A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;**

2. **A detailed statement of the efforts made by the contractor *prior to and up to 10 days before the bid opening* to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;**

3. **A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;**

4. **A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;**

5. **A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;**

6. **Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;**

7. **Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;**

8. **As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and**

9. **A list of minority subcontractors found to be unavailable. This shall be accompanied by a *Minority Subcontractor Unavailability Certificate* signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.**

Signature _____ **Date** _____
(Company Representative Name)

Sworn and subscribed before me this _____ **day.**

of _____ **in the year** _____ **Notary Public** _____

Reviewed and accepted by the _____ **County Board of Education MBE Liaison.**
(County Name)

Signature _____ **Date** _____

(County Representative Name)

IAC/PSCP FORM 306.4

Attachment G

CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION

STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: _____ **DATE:** _____

FACILITY NAME: _____ **PSC NO:** _____

SCOPE OF WORK: _____ **REQ NO:** _____

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
	TOTAL:	**$**	**$**	**$**		

MDOT Certification Number and Classification can be located at http://mbe.state.mdot.state.md.us/diretory/

MBE Classification :

African American = AA
Hispanic American = H
Native American = N
Asian American = A
Women = W

African American/Women = AAW
Hispanic American/Women = HW
Native American/Women = NW
Asian American/Women = AW

I certify that the figures and information presented above represent accurate and true statements that timely payments have been and will be, made to suppliers and subcontractors on the project, as requisitioned payments are received, and in accordance with our contracts.

_____ _____

Name of Contractor Firm — Authorized Contractor Signature/Date

_____ _____

Contractor Federal Tax ID# — Contractor MBE Classification # (if applicable)

_____ _____

Name of LEA MBE Liaison (Printed) — Signature of LEA MBE Liaison/Date

Attachment H

IAC/PSCP FORM 306.6

CLOSE-OUT COST SUMMARY

LEA: _____ DATE: _____

SCHOOL NAME: _____ PSC # : _____

	Public School Construction	Local and Other
Allocation:		
Cash Disbursements:		

	Approved Contracts	Expenditures	Balance	Approved Contracts	Expenditures	Total Expenditures
Construction			$0			.
A/E			$0			$0
Related Costs			$0			$0
Total	$0	$0	$0	$0	$0	$0

I hereby certify that the data shown hereon is correct and request this project be closed.

_____
Signature of LEA Representative

FOR STATE USE ONLY

ADJUSTMENTS:

Allocation: _____

Cash: _____

Initials	
Date	

AUDIT COMMENTS:

Initials	
Date	

Revised 7/1/00

MBE PROGRAM SUBGOAL WORKSHEET – Appendix I

This Worksheet must be completed for all procurements that have an overall goal. It requires the approval of the Procurement Officer and the MBE Liaison, who also must sign the Worksheet. Each unit must maintain a copy of the Worksheet as a part of the Procurement Review Group (PRG) documentation for the procurement.

Agency/Unit:	
Project Description:	Solicitation No.
Approvals: _____ _____ Signature of Procurement Officer Date Signature of MBE Liaison Date	
1. What is the expected value of the procurement (excluding options)?	$
2. Does the expected value of the procurement equal or exceed $200,000?	( ) Yes ( ) No
☑ If **YES**, completion of the rest of this Worksheet to determine the appropriate subgoals, if any, is mandatory. ☑ If **NO**, the unit may, at its discretion, determine that subgoals will not be set for the procurement. If, however, the unit determines that subgoals should be set, the rest of this Worksheet must be completed to determine the appropriate subgoals, if any.	
3. Select, from Table 1 below, the Major Industry Category for the procurement based on the definitions in COMAR 21.01.02.01.	
4. What is the Combined Industry Category, from Table 1 below, based on the Major Industry Category selected for the procurement in Step 3?	

TABLE 1 – INDUSTRY CATEGORY CONVERSION CHART

Major Industry Category	**Combined Industry Category**
Architectural & Engineering	AE-CRS
Construction	Cons
Construction Related Services	AE-CRS
Human, Cultural, Social & Educational Services	Serv
IT Services	IT IT
IT Supplies & Equipment	Main
Maintenance	Serv
Services	CSE
Supplies & Equipment	

5. Check the appropriate column for the Combined Industry Category in Table 2 below based on the answer to Step 4.	
6. What is the Subgoal Total Plus 2% Margin shown in the last line of Table 2 below for the Combined Industry Category?	%
7. What is the overall MBE participation goal for the procurement?	%
8. Does the overall MBE participation goal for the procurement equal or exceed the Subgoal Total Plus 2% Margin? (Compare Steps 6 and 7)	( ) Yes ( ) No

☑ If **YES**, proceed with the remaining steps in this Worksheet.
☑ If **NO**, do not set any subgoals for the procurement.

9. For Column 9 in Table 2, insert the number of certified firms available to perform the work of the procurement for each Subgroup that has a Recommended Subgoal. (NOTE: For purposes of determining the number of certified firms in a Subgroup, count dually certified firms as being owned by a member of the relevant racial or ethnic Subgroup, not as a woman-owned firm.)

10. For column 10 in Table 2, insert a "Y" (for Yes) or "N" (for No) to indicate whether the number of certified firms in a Subgroup that has a Recommended Subgoal equals or exceeds 3 firms.

TABLE 2 – RECOMMENDED SUBGOALS

Combined Industry Category (Check appropriate column per Step 5.)			**Cons** ☐	**AE-CRS** ☐	**Main** ☐	**IT** ☐	**Serv** ☐	**CSE** ☐
9. # of Firms	**10. ≥ 3 Y/N**	**Subgroups**						
		African American	7%	6%	8%	7%	7%	6%
		Hispanic American	—	2%	3%	2%	—	—
		Asian American	4%	—	3%	—	4%	5%
		Women	—	9%	—	8%	12%	10%
Subgoal Total			11%	17%	14%	17%	23%	21%
Subgoal Total Plus 2% Margin			**13%**	**19%**	**16%**	**19%**	**25%**	**23%**

***The *Subgoal Total Plus 2% Margin* is the sum of the Recommended Subgoals plus 2%.**

☑ **Refer to Table 2 above. If there are 3 or more certified firms in a Subgroup for the work of the procurement (indicated by a "Y" in Column 10), the Recommended Subgoal for the Combined Industry Category in Table 2 should be set for that Subgroup unless an explanation is provided in Step 11.**

☑ **A subgoal may not be set if the number of certified firms in that Subgroup is less than 3 (indicated by an "N" in Column 10).**

11. The following Recommended Subgoals have not been set because:

MD COMAR 21.07.02.10 Performance and Payment Bond

Mandatory provision for all construction contracts exceeding $100,000:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

_____ _____

Principal Business Address of Principal

_____

Surety a corporation of the State of _____and authorized to do business in the State of Maryland.

Bond Number _____ Penal Sum of Bond _____

(expressed in figures)

_____ Date Bond Executed _____ _____, 20___

(expressed in words)

The Board of Education of Frederick County 191 South East Street, Frederick MD. 21701-5918

Obligee Business Address of Obligee

Contract Description: Bid Number _____ Contract Date _____, 20___ Project Name: _____

_____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with The Board of Education of Frederick County, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by The Board of Education of Frederick County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1 Principal shall well and truly perform the Contract; and
2 Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by The Board of Education of Frederick County to be in default under the Contract, the Surety may, within 15 days after notice of default from The Board of Education of Frederick County, notify The Board of Education of Frederick County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then The Board of Education of Frederick County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or

PERFORMANCE BOND CONTINUED

to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:
Witness

_____ as to

Individual Principal

_____ (SEAL)

In Presence of:
Witness

_____

_____ as to

_____ as to

_____ as to

Co-Partnership Principal

_____ (SEAL)
(Name of Co-Partnership)

By: _____(SEAL)

_____(SEAL)

_____(SEAL)

_____
(Name of Corporation)

_____
Attest:

_____
Corporate Principal

_____ as to
(Corporate Secretary)

By: _____
(President)

AFFIX
CORPORATE
SEAL

PERFORMANCE BOND CONTINUED

_____
(Individual or Corporate Surety)

Attest: (SEAL) By: _____ (SEAL)

_____ Title _____
(Signature)

_____ _____
(Bonding Agent's Name) (Name of Surety)

_____ _____
(Agent's Address) (Business Address of Surety)

Approved as to legal form and sufficiency this _____ day of _____, 20__ _____
(Asst. Attorney General)

B. Payments Bond. The required Payments bond shall be in the form specified as follows:

PAYMENT BOND

_____ _____
(Principal) (Business Address of Principal)

Surety_____ a corporation of the State of _____ and authorized to do business in the State of Maryland
OR
an individual surety qualified in accordance with State Finance and Procurement Article, § 13-207 or 17-104, Annotated Code of Maryland.

Bond Number _____ Penal Sum of Bond _____
(expressed in figures)

_____ Date Bond Executed _____, 20____
(expressed in words)

The Board of Education of Frederick County 191 South East Street, Frederick MD 21701
(Obligee) (Business Address of Obligee)

Contract Description: Bid Number #_____ Contract Date _____, 20___ Project Name: _____

BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

PAYMENT BOND CONTINUED

WHEREAS, Principal has entered into or will enter into a contract with The Board of Education of Frederick County, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 17-101et. seq., State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date shown above and in the presence of:

PAYMENT BOND CONTINUED

_____ _____
Witness (Individual Principal)

_____ as to _____ (SEAL)

_____ _____
Witness (Name of Co-Partnership)

_____ (SEAL)
(Co-Partnership Principal)

_____ as to By: _____(SEAL)

_____ as to _____(SEAL)

_____ as to _____(SEAL)

_____
(Corporate Principal)

_____ _____
Attest: (Name of Corporation)

_____ as to By: _____ AFFIX CORPORATE SEAL
(Corporate Secretary) (President)

_____
(Individual or Corporate Surety)

Attest: (SEAL) By: _____ (SEAL)

_____ Title _____
Signature

_____ _____
Bonding Agent's Name (Business Address of Surety)

_____ _____
Agent's Address (Business Address of Surety)

Approved as to legal form and sufficiency this _____ day of _____, 20__ _____
(Asst. Attorney General)